### UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

NATIONAL DISTRIBUTION WAREHOUSE INC.,

Plaintiff,

- against -

GENERAL WIRELESS OPERATIONS INC. D/B/A RADIOSHACK, STANDARD GENERAL L.P., and ROBERT LAVAN,

Docket No:	
DOCKELING.	

#### NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1441 and 1446, the Defendant General Wireless Operations Inc. d/b/a RadioShack ("General Wireless") hereby removes the matter entitled National Distribution Warehouse Inc. v. General Wireless Operations Inc. d/b/a RadioShack, Standard General L.P., and Robert Lavan, Supreme Court of the State of New York, County of Kings, Index No. 2017-502397 to the United States District Court for the Eastern District of New York. In support of removal, General Wireless states as follows:

- 1. This action was commenced on or about February 6, 2017. The Plaintiff National Distribution Warehouse Inc. ("National") seeks recovery from General Wireless and the Co-Defendants Standard General L.P. and Robert Lavan, alleging that it was damaged as a result of breach of contract by Wireless, and alleged fraudulent conduct and other claimed misconduct of the Defendants. A true and accurate copy of the Complaint, together with all other filings and orders in this case to date is attached as Exhibit A.
- 2. As alleged in the Complaint, the Plaintiff National is alleged to be a New York corporation having its principal place of business in Kings County New York, and as such is a citizen of New York. General Wireless is a Delaware corporation having a principal place of

business located at 300 RadioShack Circle, Fort Worth, Texas, 76102 and as such is a citizen of Texas and Delaware. The Defendant Lavan (the Chief Financial Officer (or "CFO") of General Wireless) is alleged to be a citizen of New York but is in fact a resident of Fort Worth, Texas and is, in fact, a citizen of Texas.

3. The Defendant Standard is alleged to be a citizen of New York. Standard has, however, been joined by National in an improper effort to destroy diversity. Standard has no connection to the case and is not a necessary party to the case. There is no possibility that National can state a sustainable cause of action against Standard. See, Pampillonia v. RJR Nabisco, Inc., 138 F.2d 459, 461 (2d Cir. 1998); In re Consol. Fen-Phen Cases, 2003 U.S. Dist. LEXIS 20231, \*9 (E.D.N.Y. 2003); see also Miss. Ex rel. Hood v. AU Optronics Corp, 134 S. Ct. 736, 745 (2014) ("We have interpreted the diversity jurisdiction statute to require courts in certain contexts to look beyond the pleadings to make sure that parties are not improperly crating or destroying diversity jurisdiction. . "); Segal v. Firtash, U.S. Dist. LEXIS 126569, \*9-10 (S.D.N.Y. 2014) ("courts may look beyond the pleadings to determine if the pleadings can state a cause of action" (quoting MBIA Ins. Corp. v. Royal Bank of Canada, 706 F. Supp. 2d 380, 395-396) (internal quotation marks omitted). Standard is not a hedge fund, is not in the ownership chain of General Wireless, does not hold stock of General Wireless or of any entity in the ownership chain, and does not operate General Wireless. In addition, notwithstanding National's conclusory allegations, Mr. Lavan, who is now the CFO of General Wireless, was never an executive of Standard. He was previously an analyst employed at Standard. National does not allege a plausible claim against Standard and has joined Standard in an improper effort to defeat diversity jurisdiction.

- 4. Consequently, the Plaintiff and each of the Defendants as to which plausible claims are asserted are citizens of different states, and therefore there is complete diversity of citizenship of the Plaintiff and such Defendants as defined in 28 U.S.C. §1332.
- 5. The Plaintiff alleges damages in excess of \$1.6 million, so consequently, the amount in controversy as alleged by the Plaintiff exceeds the jurisdictional minimum of \$75,000 set forth in 28 U.S.C. § 1332.
- 6. General Wireless was served with process on February 8, 2017. This notice of removal is timely under 28 U.S.C. § 1446(b) and Local Rule 81.1.
- 7. The United States District Court for the Eastern District of New York embraces the place where the action is currently pending. Notice of the filing of this notice of removal will be served upon the Plaintiff and the co-Defendant and will be filed in the Supreme Court of the State of New York, County of Kings, as required by 28 U.S.C. § 1446(d).
- 8. By filing this Notice of Removal, General Wireless does not waive any defense that may be available to it, including but not limited to the defense of improper venue (as under the parties' agreement the state courts in Fort Worth Texas are the exclusive forum for resolution of this dispute), and does not concede that the allegations in the Complaint state a valid claim under applicable law.
  - 9. Standard and Lavan each consent to the removal of this action.

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Dated: New York, New York February 9, 2017

### RIEMER & BRAUNSTEIN LLP

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Attorneys for Defendants General Wireless Operations, Inc. d/b/a RadioShack and Robert

Lavan

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### NYSCEF - Supreme & Court of Claims (Live System)

#### 502397/2017 - Kings County Supreme Court Short Caption: National Distribution Warehouse Inc. - v. - General Wireless Operations Inc.d/b/a RadioShack @ Case Type: Commercial - Contract Case Status: Active eFiling Status: **Partial Participation Recorded** Assigned Judge: BERNARD J. GRAHAM, PT 36 Narrow By Options Document Type: Please select... V Filed By: Please select... V Motion Info: Please select... Filed Date: thru Document Number: Display Document List with Motion Folders Sort By: Doc# To view details, click on the Doc # link Doc # Document Type Received Date View Status Information Filing User SUMMONS + COMPLAINT 02/06/2017 1 Processed Schwartz, A. Confirmation Notice Processed 02/07/2017 2 ORDER TO SHOW CAUSE ( PROPOSED ) -\*Corrected\* Schwartz, A. **Confirmation Notice** 3 AFFIDAVIT OR AFFIRMATION IN SUPPORT OF Processed 02/06/2017 MOTION Schwartz, A. Confirmation Notice Affirmation of Frank Seddio, Esq. 4 EXHIBIT(S) - A Processed 02/06/2017 Summons and Complaint Schwartz, A. **Confirmation Notice** 5 EXHIBIT(S) - B Processed 02/06/2017 Notice of Application of Injunctive Relief Schwartz, A. Confirmation Notice AFFIDAVIT OR AFFIRMATION IN SUPPORT OF 6 Processed 02/06/2017 Schwartz, A. **Confirmation Notice** MOTION Affirmation of Seth Green 7 Processed 02/06/2017 EXHIBIT(S) - A Schwartz, A. Confirmation Notice Purchase Orders 8 EXHIBIT(S) - B Processed 02/06/2017 **Unpaid Invoices** Schwartz, A. **Confirmation Notice** 9 RJI -RE: ORDER TO SHOW CAUSE Processed 02/06/2017 Schwartz, A. **Confirmation Notice** ORDER TO SHOW CAUSE-SIGNED (Motion# 1) Processed 02/08/2017 10 MS #1 Court User Confirmation Notice 11 ORDER TO SHOW CAUSE - CONFORMED COPY Processed 02/08/2017

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SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS	
NATIONAL DISTRIBUTION WAREHOUSE INC.,	
Plaintiff,	Index No
- against -	Date Filed:
GENERAL WIRELESS OPERATIONS INC. d/b/a RADIOSHACK, STANDARD GENERAL L.P., and ROBERT LAVAN,	SUMMONS
Defendants.	

#### TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on Plaintiff's Attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to answer or appear, judgment will be taken against you by default for the relief demanded in the notice set forth below and in the complaint.

Plaintiff designates Kings County as the venue for trial. The basis for venue is that Plaintiff resides in Kings County.

Dated: Brooklyn, New York February 6, 2017

By: /s/

Frank R. Seddio, Esq.

SEDDIO & ASSOCIATES, P.C.

Frank R. Seddio, Esq. 9306 Flatlands Avenue Brooklyn, New York 11236 (718) 272-6040

Seddiolaw@gmail.com

-and-

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LAW OFFICE OF ALLEN SCHWARTZ, ESQ.

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KINGS COUNTY CLERK 02/06/2017 04:00 PM

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SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS NATIONAL DISTRIBUTION WAREHOUSE INC.,

Index No.:

Plaintiff,

- against -

VERIFIED COMPLAINT

GENERAL WIRELESS OPERATIONS INC. d/b/a RADIOSHACK, STANDARD GENERAL L.P., and ROBERT LAVAN,

De	efendants.
	X

Plaintiff National Distribution Warehouse Inc. ("Plaintiff" or "NDWI") by and through its undersigned counsel, alleges, for its verified complaint against defendants, as follows:

- This is an action for, inter alia, fraudulent inducement, breach of contract, account 1. stated, and unjust enrichment arising from defendants' fraudulent conduct and retention of millions of dollars of merchandise delivered by Plaintiff while failing to pay Plaintiff the monies owed for these products.
- Through this action, Plaintiff seeks to recover the property rightfully belonging to 2. it, and the damages it has incurred as a result of defendants' misconduct.

#### **PARTIES**

Plaintiff National Distribution Warehouse Inc. is a New York corporation with its 3. principle place of business in Kings County, New York. It is in the business of wholesale distribution of consumer products.

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4. Defendant General Wireless Operations Inc. d/b/a RadioShack ("General Wireless" or RadioShack") is upon information and belief a Texas corporation with its principal place of business in Texas. General Wireless operates RadioShack branded stores throughout the State of New York. General Wireless is subject to the personal jurisdiction of courts in the State of New York because it operates numerous stores within the State of New York, including in Kings County, and has entered into contracts to supply goods and services in the State of New York, and uses real property situated within the State of New York.

- 5. Defendant Standard General L.P. ("Standard General") is a limited partnership in the State of New York with its principal place of business located in the County of New York and State of New York. Standard General is a hedge fund and the principal owner of General Wireless. It, upon information and belief, de facto operates General Wireless, shares many of the same executives, communicated with Plaintiff regarding the matters set forth herein from its email accounts, and otherwise operates General Wireless. Standard General is thus the true prime mover behind RadioShack's actions and thus responsible for the misconduct detailed herein.
- 6. Defendant Robert Lavan ("Lavan") is upon information and belief the Chairman of General Wireless and an executive with Standard General. Upon information and belief, he resides in the State of New York. Among other things, Lavan, as an executive for RadioShack and Standard General, engaged in tortious conduct within the State of New York.

#### JURISDICTION AND VENUE

7. Jurisdiction is proper in the State of New York because Defendants either reside in the State of New York and/or qualify for personal jurisdiction under CPLR 302 because they transacted business within the state and/or contracts anywhere to supply goods or services in the

State of New York, and/or committed a tortious act within the state, and/or own or use real property situated within the State of New York, including numerous RadioShack locations within the State of New York.

8. Venue is proper in King County because Plaintiff resides in Kings County.

#### FACTUAL BACKGROUND

- 9. Plaintiff is in the business of importing and distributing consumer products, including Smartphone protective cases and other phone-related products.
- In or about 2015, RadioShack filed for Chapter 11 bankruptcy protection.
   Plaintiff had been doing business with RadioShack for approximately 12 years.
- 11. As part of its Chapter 11 reorganization, on or about July 1, 2015 Standard General bought RadioShack and created a subsidiary, General Wireless, to operate under the RadioShack name. Standard General de facto operates General Wireless.
- 12. Thereafter, Robert Lavan contacted Green and informed Green that Lavan was the new Chairman of General Wireless, the company that had bought RadioShack. Lavan invited Green to dinner to discuss "mutual business opportunities." This discussion was the beginning of defendants' scheme to lure Plaintiff to provide millions of dollars of goods by misrepresenting RadioShack's true financial condition and intent.
- 13. On or about June 1, 2016, Green and Lavan met for lunch in New York, during which Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements—Royal Bank of Canada

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was one such lender--and keep their lines of credit open, and thus sought obtain as many goods on credit as possible, while not intending to actually pay for them.

- 14. Lavan also asked Plaintiff to work on selling RadioShack branded products into retailers throughout the United States. Lavan proposed to Green that Plaintiff should start a campaign for RadioShack to make the RadioShack brand extend into all mainstream retailers as an alternate option for Alkaline batteries. Lavan stressed the importance of NDWI as a core vendor to RadioShack.
- 15. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. These representations were false at the time they were made. RadioShack was facing imminent insolvency.
- 16. Beginning in July 2016, RadioShack began ordering 4 items from Plaintiff for the upcoming holiday season on net 60 terms.
- 17. Shortly thereafter, in or about the end of August 2016, RadioShack was late on payments and RadioShack VP of merchandising Diane Kinzer and Director of Finance Gordon Briscoe set up a plan on how payments were to be made for the holiday orders to Plaintiff.
- 18. Specifically, Plaintiff and RadioShack agreed to different payment terms for three of the four holiday items—these items amounted to approximately \$900,000.00. Specifically, Defendants agreed to pay to 15% of the total upon shipping, 35% after 30 days and the balance of 50% in 60 days.

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19. The process for orders was as follows: RadioShack would contact NDWI for specific products, often giving a list of desired products to NDWI to determine if said products were in stock or if NDWI could manufacture these products. NDWI would also offer product presentations to RadioShack for its consideration. If RadioShack desired a specific product, NDWI would send RadioShack a set up sheet with the specifications of the item. This sheet would include the price for the item, and if there was any adjustment in pricing NDWI would send an email alerting an updated price. RadioShack would generally accept the proposed price but if RadioShack sought a lower price it would contact NDWI asking for a lower price. After receiving the set-up sheet and agreeing to pricing, RadioShack would either email or fax purchase orders to NDWI.

- 20. RadioShack would also send an "Open Items Report" on a weekly basis showing all new and outstanding purchase orders. This would include the Purchase Order Number, item name, part number, description, UPC code, price, quantity, order date, expected ship date and expected receipt date.
- 21. As was regular practice, prior to shipment Plaintiff would email RadioShack for pre-shipment authorizations. RadioShack would then schedule the shipping carrier to come and pick up the shipments from Plaintiff in Brooklyn NY or from one Plaintiffs' third party logistics facilities in California and New Jersey. Each shipment included a packing list. Plaintiff would then send an invoice by email to the accounts payable department of RadioShack, with basic item details, including price.
- 22. The last payment Plaintiff received from RadioShack was on November 21, 2016 in the amount of \$16,795.50.

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23. As of the date of this filing, RadioShack received at least \$1,621,371.49 worth of products that RadioShack failed to pay for despite agreeing to, and being contractually obligated to, do so.

- 24. While continuously making these orders, RadioShack never notified Plaintiff of any problems with any shipments or with the items.
- 25. On or about December 15, 2016, Green asked Jarod Smith, finance director for RadioShack, for an update as to payment. Smith told Green that RadioShack was going through some organizational changes and that he would provide an update later.
- 26. On or about December 21, 2016, Green contacted Defendant Diane Kinzer, vice president of merchandising for RadioShack, and was told that she was not allowed to "talk with him." Kinzer suggested Green should call Robert Lavan or Brad Tobin, RadioShack's general counsel.
- 27. On or about and through December 27, 2016 and December 28, 2016, Green emailed Brad Tobin, Robert Lavan and the other RadioShack executives requesting payment. In response, Green received a call from Brad Tobin who that Green should not email Lavan as those emails are "not helping his case." Upon information and belief, after luring Plaintiff into providing the orders with credit by misrepresenting the precarious financial condition of RadioShack and its imminent insolvency, Lavan instructed RadioShack employees not to provide any payment to Plaintiff.
- 28. On or about January 3, 2017, and without any further contact by RadioShack executives, Green reached out to Brad Tobin asking to meet him and/or Lavan but was rebuffed.
- 29. Finally, at a meeting held on or about January 31, 2016 with Lavan and Tobin,

  Green was told by RadioShack that they would not pay for any of the items and that RadioShack

was not paying suppliers for products that remained unsold and in its inventory. Upon information and belief, RadioShack is facing imminent insolvency and at all relevant times was planning on undertaking a liquidation of its assets and filing for bankruptcy, including when it ordered the items from Plaintiff.

- 30. While continuing to provide these items to RadioShack, NDWI never received emails or correspondence about quality concerns or products not functioning well.
- 31. Plaintiff now brings this action to recover its damages, or in the alternative, to recover the items provided to RadioShack.

### FIRST CAUSE OF ACTION (Breach of Contract)

- 32. Plaintiff repeats and realleges all allegations in all preceding paragraphs as if fully set forth herein.
  - 33. As set forth above, the parties entered into contracts for the sale of goods.
- 34. Plaintiff performed all obligations under the contracts that were its obligation to perform.
  - 35. Defendants breached the contracts by failing to make the agreed upon payments.
- 36. Plaintiff spent significant funds to meet its obligation under the contracts and has suffered damages.
- 37. In addition to the aforementioned breaches, in the summer of 2015, General Wireless entered into a contract with Plaintiff and wired Plaintiff \$436,388.20 to pre-pay for an order for an HDMI component and HDMI composite adapter. Plaintiff ordered the item from the manufacturer, Good Mind Industries Company Ltd., since RadioShack was unable to purchase directly from the manufacturer as a result of RadioShack's bankruptcy and deteriorated relationship with said manufacturer.

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38. Then, after placing this order, RadioShack repaired its relationship with the manufacturer and instructed the manufacturer that they were not allowed to sell these items to Plaintiff or they would lose RadioShack's business. RadioShack did this so it could purchase the items directly from the manufacturer at a discount.

- 39. As a result, Plaintiff could not deliver the items to RadioShack. Plaintiff wired the order money to RadioShack, but remains entitled to its damages from RadioShack's breach of this contract.
- 40. Judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, but estimated to exceed \$1,621,371.49, prejudgment interest, costs, and legal fees.

### SECOND CAUSE OF ACTION (Account Stated)

- 41. Plaintiff repeats and realleges all allegations in all preceding paragraphs as if fully set forth herein.
- 42. As set forth above, the parties entered into contracts for the sale of goods for which they agreed to make payment in the amounts agreed upon.
- 43. Plaintiff provided goods to Defendants and presented accounts and invoices to Defendants.
- 44. Defendants accepted the goods and invoices and did not object within a reasonable time.
- 45. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, but estimated to exceed \$1,621,371.49, plus prejudgment interest, costs, and legal fees to enforce.

### THIRD CAUSE OF ACTION (Declaratory Judgment)

- 46. Plaintiff repeats and realleges each of the allegations set forth in each preceding paragraph, as if fully set forth herein.
  - 47. As set forth above, the parties entered into contracts for the sale of goods.
  - 48. Plaintiff performed all obligations under the contracts.
  - 49. Defendant breached the contracts as detailed above.
- 50. The present dispute presents a justiciable controversy in which the issues are present, real, definite, and substantial and affect existing legal relations between plaintiff and defendant. Without a declaration of rights, plaintiff would be unable to receive the benefits of the contracts for which it had bargained.
- 51. Accordingly, plaintiff is entitled to a judgment declaring that defendants willfully and materially breached the contracts.
  - 52. Plaintiff has no adequate remedy at law.

### FOURTH CAUSE OF ACTION (Unjust Enrichment)

- 53. Plaintiff repeats and realleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.
  - 54. As set forth above, the parties entered into contracts for the sale of goods.
  - 55. This contracts were entered into on the basis of Defendants' misrepresentations.
- 56. Plaintiff performed all obligations under the contracts that were its obligation to perform.
  - 57. Defendants accepted the goods without making payment.

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58. As a result, Defendants were unjustly enriched with assets rightfully belonging to Plaintiff, and it would not be in good conscience to allow Defendants to retain these assets without paying for them.

59. Plaintiff has no adequate remedy at law.

### FIFTH CAUSE OF ACTION (Goods Sold and Delivered)

- 60. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.
- 61. Plaintiff and General Wireless entered into a contract for the sale of goods on terms of credit.
- 62. Plaintiff delivered said goods to defendant in accordance with the contract, and the terms of credit have since expired.
- 63. As a result of Defendants' failure to pay for these goods, Plaintiff has been damaged in an amount to be determined at trial, but estimated to exceed \$1,621,371.49.

### SIXTH CAUSE OF ACTION (Fraudulent Inducement)

- 64. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.
- 65. Defendants fraudulently induced Plaintiff into entering into contracts to provide RadioShack with goods. To induce Plaintiff to deliver goods, among other things, Defendants misrepresented to plaintiff that its financial condition was good, that it should therefore be given substantial credit, and that it had turned around its business. All of these representations were false and were made with the intent to deceive Plaintiff and to induce it into entering into the above-referenced contracts.

66. Defendant Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit open, and sought obtain as many goods on credit as possible, while knowing they would be unable to pay for them and without intending to actually pay for them.

- 67. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. In truth, RadioShack was facing imminent insolvency and these representations were false at the time they were made.
- 68. RadioShack furthermore had an affirmative obligation to disclose its imminent insolvency based upon the relationship between the parties arising out of contract and since this information was exclusively in its possession and unknowable to outside parties.
- 69. In reliance on RadioShack's affirmative misrepresentations, Plaintiff delivered the goods to RadioShack.
- 70. Plaintiff justifiably relied upon RadioShack's misrepresentations, inter alia, because of its lengthy business history with RadioShack and because this information was exclusively in the possession of Defendants.
- 71. But for these misrepresentations, Plaintiff would not have entered into these contracts.

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72. As a direct and proximate result of Defendants' actions, Plaintiff has sustained injury, the precise amount to be determined at trial.

### SEVENTH CAUSE OF ACTION (Rescission)

- 73. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.
- 74. Defendants fraudulently induced Plaintiff into entering into contracts to provide RadioShack with goods. To induce Plaintiff to deliver goods on credit Defendants, among other things, misrepresented to Plaintiff that its financial condition was good, that it should therefore be given substantial credit, and that it had turned around its business. All of these representations were false and were made with the intent to deceive Plaintiff and to induce it into entering into the above-referenced contracts.
- 75. Defendant Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit open, and sought obtain as many goods on credit as possible, while knowing they would be unable to pay for them and without intending to actually pay for them.
- 76. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them

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promptly. In truth, RadioShack was facing imminent insolvency and these representations were false at the time they were made.

- 77. RadioShack furthermore had an affirmative obligation to disclose its imminent insolvency based upon the relationship between the parties arising out of contract and since this information was exclusively in its possession and unknowable to outside parties.
- 78. In reliance on RadioShack's affirmative misrepresentations, Plaintiff delivered the goods.
- 79. Plaintiff justifiably relied upon RadioShack's misrepresentations, inter alia, because of its lengthy business history with RadioShack and because this information was exclusively in the possession of Defendants.
- 80. But for these misrepresentations, Plaintiff would not have entered into these contracts.
  - 81. Plaintiff is unable to receive the benefit of his bargain.
- 82. Defendants' breach of the contract and fraudulent misrepresentations relating to the contracts was material and willful or so substantial and fundamental as to strongly tend to defeat the object of the parties in making the Contract.
- 83. As a direct and proximate result of the above, the Court should order the rescission of the contracts, and award Plaintiff damages for the expenses incurred by Plaintiff in connection with the contracts.

### **EIGHTH CASUE OF ACTION**(Tortious Interference with Contract)

84. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

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85. In the summer of 2015, General Wireless entered into a contract with Plaintiff and wired Plaintiff \$436,388.20 to pre-pay for an order for an HDMI component and HDMI composite adapter. Plaintiff then entered into a valid contract with the manufacturer, Good Mind Industries Company Ltd., to purchase said items. RadioShack was unable to purchase directly from the manufacturer as a result of RadioShack's bankruptcy and deteriorated relationship with said manufacturer.

- 86. Then, after Plaintiff had placed this order, RadioShack repaired its relationship with the manufacturer and instructed the manufacturer that they were not allowed to sell these items to Plaintiff or they would lose RadioShack's business. RadioShack was aware of Plaintiff's contract with the manufacturer. RadioShack did this intentionally so it could purchase the items directly from the manufacturer at a discount.
- 87. As a result, the manufacturer breached its contract with Plaintiff and did not deliver the items to RadioShack.
- 88. Plaintiff returned the order money to RadioShack, but remains entitled to its damages and lost profits from RadioShack's breach of its contract with Plaintiff and its tortious interference with Plaintiff's contract with the manufacturer.
- 89. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, plus prejudgment interest, costs, and legal fees.

### NINTH CASUE OF ACTION (Promissory Estoppel)

90. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

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- 91. RadioShack would regularly send forecasts of anticipated orders so that NDWI was prepared to fill them. Plaintiff would purchase or manufacture special items for RadioShack on the basis of these forecasts. These forecasts amounted to over \$800,000.00.
- 92. These forecasts, under Plaintiff's vendor arrangement with RadioShack and its its ongoing business dealings with RadioShack, amounted to clear and unambiguous promises by RadioShack to purchase these items and Plaintiff reasonably relied upon them.
  - 93. As a result of said reliance, Plaintiff suffered damages.
- 94. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, plus prejudgment interest, costs, and legal fees.

#### **CLAIM FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that judgment be granted against defendants, jointly and severally, as follows:

- a) On the Third Cause of Action, declaring that defendants willfully and materially breached their contractual obligations to Plaintiff;
- b) On the First, Second, Third, Fifth, Eighth and Ninth Causes of Action, awarding
  Plaintiff its full measure of compensatory and consequential damages, the precise
  amount to be determined at trial; and
- c) On the Sixth and Seventh Causes of Action, rescinding the contracts, and ordering defendants to provide restitution and return the goods provided by Plaintiff and awarding damages; and
- d) Awarding Attorney's Fees, Costs, prejudgment interest, and such other and further relief as the court deems just and proper.

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Dated: Brooklyn, New York February 6, 2017

By:	/s/			
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Frank R. Seddio, Esq.

### SEDDIO & ASSOCIATES, P.C.

Frank R. Seddio, Esq. 9306 Flatlands Avenue Brooklyn, New York 11236 (718) 272-6040 Seddiolaw@gmail.com

-and-

### LAW OFFICE OF ALLEN SCHWARTZ, ESQ.

Allen Schwartz, Esq. 1724 Burnett Street Brooklyn, New York 11229 Tel: 917-765-4147

Cell: 773-808-8972

Email: allenschwartzlaw@gmail.com

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NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 02/06/2017

### **VERIFICATION**

STATE OF NEW YORK	)
	: SS.
COUNTY OF KINGS	)

Seth Green, who because of his religious beliefs cannot swear, solemnly affirms under the penalty of perjury, as follows: I am CEO and co-owner of the plaintiff in the above-captioned action. I have read the foregoing verified complaint and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

Seth Green

Affirmed to before me this o day of \$2017

Molfary Public

NOTAFIY PUBLIC STATE OF NEW YORK
KINGS COUNTY
LIC BOXCESS 105

	At IAS Partof the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse located at 360 Adams Street, Brooklyn, New York on the day of February, 2017
PRESENT: Hon.	
SUPREME COURT OF THE STATE OF NEW YOUNTY OF KINGS	
NATIONAL DISTRIBUTION WAREHOUSE IN	
Plaintiff,	Index No
- against -	
GENERAL WIRELESS OPERATIONS INC. d/b RADIOSHACK, STANDARD GENERAL L.P., ROBERT LAVAN,	
Defendants.	
	X
EMERGENCY ORDER	TO SHOW CAUSE
Upon the annexed affirmation of Frank R.	Seddio, Esq., dated February 6, 2017, and the
exhibits annexed thereto, and the annexed affirmat	ion of Seth Green dated February 6, 2017 and
the exhibits annexed thereto, the summons and cor	nplaint in the above-captioned proceeding, and
upon all prior pleadings and applications herein:	
LET Defendants show cause before this Co	ourt, Room, at the Courthouse, located

at 360 Adams Street, Brooklyn, New York on \_\_\_\_\_ at \_\_\_\_\_ or as soon thereafter

pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys,

as counsel can be heard, why an Order should not be granted: (i) pursuant to CPLR 6301,

successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, impairing, or otherwise disposing of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for, or in the alternative (ii) ordering Defendants to place the monies owed for the goods provided to Defendants by Plaintiff, amounting to no less than \$1,621,371.49, into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

ORDERED that, pending the hearing and decision of this application, Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, are temporarily restrained from selling, transferring, impairing, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for; and it is further

ORDERED that, Defendants shall serve their opposition to this application, if any, no later than 3 days prior to the return date; and it is further

ORDE	RED that personal service or service by overnight courier on Defendants or
Defendants' att	torneys of a copy of this Order and the papers on which it was based by on or
before	2017, shall be deemed good and sufficient service thereof.
	ENTER:
	Hon:
	J.S.C.

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NYSCEF DOC. NO. 3 RECEIVED NYSCEF: 02/06/2017

SUPREME COURT OF COUNTY OF KINGS			
NATIONAL DISTRIBU	TION WAREHOUSE I	••	
	Plaintiff,	Index No	
- against -			
GENERAL WIRELESS RADIOSHACK, STANI ROBERT LAVAN,	•		
wa	Defendants.	X	

## AFFIRMATION OF FRANK R. SEDDIO, ESQ. IN SUPPORT OF EMERGENCY ORDER TO SHOW CAUSE FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

Frank R. Seddio, an attorney duly admitted to practice before the courts of this State, affirms the following pursuant to CPLR 2106:

- 1. I am a member of the bar of this Court and of Seddio & Associates, P.C., co-counsel for Plaintiff National Distribution Warehouse Inc. ("Plaintiff" or "NDWI").
- 2. I submit this affirmation in support of Defendant's emergency application for an Order: (i) pursuant to CPLR 6301, pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for and which are the subject of this action, or in the alternative (ii) ordering Defendants to place the monies owed for these goods into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

3. This is an action for, inter alia, fraudulent inducement, breach of contract, account stated, and unjust enrichment arising from Defendant General Wireless Operations Inc. d/b/a RadioShack's ("General Wireless" or "RadioShack") fraudulent conduct and retention of millions of dollars of merchandise delivered by Plaintiff while failing to pay Plaintiff over \$1,621,371.49 owed for these products.

4. Through this action, Plaintiff seeks to recover the property rightfully belonging to it, and damages it has incurred as a result of defendants' misconduct.

#### **BACKGROUND**

- 5. Plaintiff is in the business of importing and distributing consumer products, including Smartphone protective cases and other phone-related products.
- 6. In or about 2015, RadioShack filed for Chapter 11 bankruptcy protection. Plaintiff had been doing business with RadioShack for approximately 12 years.
- 7. As part of its Chapter 11 reorganization, on or about July 1, 2015 Standard General bought RadioShack and created a subsidiary, General Wireless, to operate under the RadioShack name. Standard General de facto operates General Wireless.
- 8. Thereafter, Robert Lavan, Chairman of General Wireless and an executive with Standard General, contacted Green and informed Green that Lavan was the new Chairman of General Wireless, the company that had bought RadioShack. Lavan invited Green to dinner to discuss "mutual business opportunities." This discussion was the beginning of defendants' scheme to lure Plaintiff to provide millions of dollars of goods by misrepresenting RadioShack's true financial condition and intent.
- 9. On or about June 1, 2016, Green and Lavan met for lunch, during which Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting

RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth,
RadioShack at that time was seeking as much inventory as possible in order be able to
fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit, and
sought obtain as many goods on credit as possible, while not intending to actually pay for them.

- 10. Lavan also asked Plaintiff to work on selling RadioShack branded products into retailers throughout the United States. Lavan proposed to Green that Plaintiff should start a campaign for RadioShack to make the RadioShack brand extend into all mainstream retailers as an alternate option for Alkaline batteries. Lavan stressed the importance of NDWI as a core vendor to RadioShack.
- 11. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. These representations were false at the time they were made. RadioShack was facing imminent insolvency.
- 12. Beginning in July 2016, RadioShack began ordering 4 items from Plaintiff for the upcoming holiday season on net 60 terms.
- 13. Shortly thereafter, in or about the end of August 2016, RadioShack was late on payments and RadioShack VP of merchandising Diane Kinzer and Director of Finance Gordon Briscoe set up a plan on how payments were to be made for the holiday orders to Plaintiff.
- 14. Specifically, Plaintiff and RadioShack agreed to different payment terms for three of the four holiday items—these items amounted to approximately \$900,000.00. Specifically,

Defendants agreed to pay to 15% of the total upon shipping, 35% after 30 days and the balance of 50% in 60 days.

- 15. Between July and September 2016, RadioShack placed over \$1,000,000.00 in orders for 4 items for the upcoming holiday season. Thereafter, Plaintiff continued to fill orders for RadioShack, relying on RadioShack's misrepresentations.
- 16. The process for orders was as follows: RadioShack would contact NDWI for specific products, often giving a list of desired products to NDWI to determine if said products were in stock or if NDWI could manufacture these products. NDWI would also offer product presentations to RadioShack for its consideration. If RadioShack desired a specific product, NDWI would send RadioShack a set up sheet with the specifications of the item. This sheet would include the price for the item, and if there was any adjustment in pricing NDWI would send an email alerting an updated price. RadioShack would generally accept the proposed price but if RadioShack sought a lower price it would contact NDWI asking for a lower price. After receiving the set-up sheet and agreeing to pricing, RadioShack would either email or fax purchase orders to NDWI.
- 17. RadioShack would also send an "Open Items Report" on a weekly basis showing all new and outstanding purchase orders. This would include the Purchase Order Number, item name, part number, description, UPC code, price, quantity, order date, expected ship date and expected receipt date.
- 18. As was regular practice, prior to shipment Plaintiff would email RadioShack for pre-shipment authorizations. RadioShack would then schedule the shipping carrier to come and pick up the shipments from Plaintiff in Brooklyn NY or from one Plaintiffs' third party logistics facilities in California and New Jersey. Each shipment included a packing list. Plaintiff would

then send an invoice by email to the accounts payable department of RadioShack, with basic item details, including price.

- 19. The last payment Plaintiff received from RadioShack was on November 21, 2016 in the amount of \$16,795.50. As of the date of this filing, RadioShack received at least \$1,621,371.49 worth of products that RadioShack failed to pay for despite being contractually obligated to do so.
- 20. While continuously making these orders, RadioShack never notified Plaintiff of any problems with any shipments or with the items.
- 21. On or about December 15, 2016, Green asked Jarod Smith, finance director for RadioShack, for an update as to payment. Smith told Green that RadioShack was going through some organizational changes and that he would provide an update later.
- 22. On or about December 21, 2016, Green contacted Defendant Diane Kinzer, vice president of merchandising for RadioShack, and was told that she was not allowed to "talk with him." Kinzer suggested Green should call Robert Lavan or Brad Tobin, RadioShack's general counsel.
- 23. On or about and through December 27, 2016 and December 28, 2016, Green emailed Brad Tobin, Robert Lavan and the other RadioShack executives requesting payment. In response, Green received a call from Brad Tobin who that Green should not email Lavan as those emails are "not helping his case." Upon information and belief, after luring Plaintiff into providing the orders with credit by misrepresenting the precarious financial condition of RadioShack and its imminent insolvency, Lavan instructed RadioShack employees not to provide any payment to Plaintiff.

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- 24. On or about January 3, 2017, and without any further contact by RadioShack executives, Green reached out to Brad Tobin asking to meet him and/or Lavan but was rebuffed.
- 25. Finally, at a meeting held on or about January 31, 2016 with Lavan and Tobin, Green was told by RadioShack that they would not pay for any of the items and that RadioShack was not paying suppliers for products that remained unsold and in its inventory. Upon information and belief, RadioShack is facing imminent insolvency and at all relevant times was planning on undertaking a liquidation of its assets and filing for bankruptcy, including when it ordered the items from Plaintiff.
- 26. While continuing to provide these items to RadioShack, NDWI never received emails or correspondence about quality concerns or products not functioning well.

#### PROCEDURAL BACKGROUND

- 27. Simultaneously with the filing of this Order to Show Cause, on February 6, 2017, Plaintiff commenced this proceeding by filing a summons and complaint. A copy of the Summons and Complaint is attached hereto as Exhibit A.
- 28. Plaintiff now moves for injunctive relief to prevent the irreparable harm that will result if Defendants are allowed to sell the goods fraudulently obtained from Plaintiff.

#### ARGUMENT

1

# THE COURT SHOULD ISSUE A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION BARRING DEFENDANTS FROM TRANSFERRING OR SELLING THE ITEMS AT ISSUE IN THIS PROCEEDING PENDING THE RESOLUTION OF THIS ACTION

29. "On a motion for a preliminary injunction, the movant must prove three things:

(1) the likelihood of his ultimate success on the merits, (2) irreparable injury to the movant absent granting of a preliminary injunction, and (3) a balancing of the equities." *Melvin v Union* 

Coll., 195 A.D.2d 447, 448 (2d Dept. 1993) (citations omitted). "However, the existence of a factual dispute will not bar the imposition of a preliminary injunction if it is necessary to preserve the status quo and the party to be enjoined will suffer no great hardship as a result of its issuance." *Id* 

- 30. Here, Plaintiff meets all three criteria for the issuance of a preliminary injunction.A. Plaintiff is Likely to Succeed on the Merits of His Claims
- 31. Plaintiff is likely to succeed on the merits of his claims. The documentary evidence and testimony of Seth Green, CEO of Plaintiff, shows that RadioShack received the disputed items amounting to \$1,621,371.49, has not paid for them, and initially obtained them on credit through misrepresentations as to RadioShack's financial condition and intentions. *See* Green Affirmation, ¶¶ 9-31.
- 32. Plaintiff will thus likely succeed on his contract-based claims. There can be no dispute that these items were provided, that the price and terms were agreed upon, and payment has not been made. *Id*.
- 33. Plaintiff will also likely succeed on his alternative claim of fraudulent inducement. "To state a claim for fraudulent inducement, there must be a knowing misrepresentation of material present fact, which is intended to deceive another party and induce that party to act on it, resulting in injury." *Gosmile, Inc. v Levine*, 81 AD3d 77, 81 (1st Dept 2010) (citations omitted). A fraudulent inducement claim may be plead in the alternative to a breach of contract claim where there was a "misrepresentation of present facts." *Id.* ("This Court, as well as the Court of Appeals, has held that a misrepresentation of present facts, unlike a misrepresentation of future intent to perform under the contract, is collateral to the contract, even though it may have induced the plaintiff to sign it, and therefore involves a separate breach of

duty.") (citations omitted); See also First Bank of Americas v Motor Car Funding, Inc., 257 AD2d 287, 292 (1st Dept 1999) ("The core of plaintiff's claim is that defendants intentionally misrepresented material facts about various individual loans so that they would appear to satisfy these warranties, because otherwise plaintiff would have neither the obligation nor the desire to purchase them. This is fraud, not breach of contract.").

34. Here, Plaintiff will likely succeed on his claim for fraudulent inducement because the evidence shows that RadioShack and its executives misrepresented the financial condition of RadioShack in order to induce Plaintiff to sell these items to RadioShack on substantial credit and were never able or willing to pay for these items, only making these orders to get as much inventory as possible on credit to satisfy their asset backed lender requirements. *See* Green Affirm. ¶¶ 9-31. Plaintiff reasonably relied on these misrepresentations and was fraudulently induced to enter into these contracts.

### B. Plaintiff Will Be Irreparably Harmed Absent the Issuance of a Preliminary Injunction

- 35. Absent an injunction enjoining the further sale or transfer of the items provided to RadioShack by Plaintiff (or, in the alternative, ordering the owed funds into escrow), Plaintiff will suffer irreparable harm because it will be unable to recover these items—as it will be entitled to do—or damages for the loss of these items. As detailed in the testimony of Seth Green, RadioShack is planning, and has been planning, a liquidation and bankruptcy filing.
- 36. Thus, if these items are allowed to be sold and transferred, Plaintiff will never be able to obtain restitution of these items even after prevailing on its fraudulent inducement claim and obtaining rescission of the contracts. Furthermore, with RadioShack planning on a liquidation, Plaintiff will likely not even be able to recover any monetary damages. *Van Valkenburgh, Nooger & Neville, Inc. v Hayden Pub. Co.*, 30 NY2d 34, 47 (1972) ("If the action

has been properly held to be one merely for breach of contract for which money damages afford a sufficient remedy, an injunction" may be appropriate if there is "some showing of imminent risk of frustration of a resulting judgment, such as insolvency or siphoning off of assets.").

37. Thus, absent an injunction, Plaintiff stands to suffer a total loss of all the items it provided to Plaintiff without adequate remedy at law.

### C. The Equities Favor Plaintiff

- 38. The equities here favor Plaintiff because it stands to suffer the complete loss of items and monies belonging to it, while an injunction will not harm Defendants as they are merely being stayed from transferring or selling items they obtained through fraud and that they have not paid anything for. An injunction will merely maintain the *status quo*.
- 39. Accordingly, for these reasons, and the reasons detailed in the annexed Green Affirmation, the Court should grant a temporary restraining order and preliminary injunction pending the resolution of this action.

#### D. Notification to Opposing Counsel

40. Prior to the filing of this motion, on February 6, 2016, my co-counsel, Allen Schwartz, Esq. notified Defendant RadioShack via e-mail to its General Counsel Brad Tobin, Defendant Standard General via email to its General Counsel Gail Steiner, and to Defendant Robert Lavan via email, that we would be applying for the relief set forth in the attached Order to Show Cause, in Room 295, at the Courthouse located at 360 Adams Street, Brooklyn, New York, on February 7, 2017 at approximately 2:30 p.m. In our notice, we informed Defendants as to the relief we would be seeking in the attached order. A copy of the notice is attached to this affirmation as Exhibit B.

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41. No prior application for the relief requested herein has been made to this or any other court.

### **CONCLUSION**

42. Wherefore, for the reasons detailed herein, Plaintiff respectfully requests that the Court grant this motion in its entirety.

Dated: Brooklyn, New York February 6, 2016

/s/
Frank Seddio, Esq.
Co-Counsel for Plaintiff

NYSCEF DOC. NO. 4

RECEIVED NYSCEF: 02/06/2017

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS	
NATIONAL DISTRIBUTION WAREHOUSE INC.,	
Plaintiff,	Index No
- against -	Date Filed:
GENERAL WIRELESS OPERATIONS INC. d/b/a RADIOSHACK, STANDARD GENERAL L.P., and ROBERT LAVAN,	SUMMONS
Defendants.	

### TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on Plaintiff's Attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to answer or appear, judgment will be taken against you by default for the relief demanded in the notice set forth below and in the complaint.

Plaintiff designates Kings County as the venue for trial. The basis for venue is that Plaintiff resides in Kings County.

Dated: Brooklyn, New York February 6, 2017

By: /s/

Frank R. Seddio, Esq.

# SEDDIO & ASSOCIATES, P.C.

Frank R. Seddio, Esq. 9306 Flatlands Avenue Brooklyn, New York 11236 (718) 272-6040 Seddiolaw@gmail.com

-and-

NYSCEF DOC. NO. 4 RECEIVED NYSCEF: 02/06/2017

LAW OFFICE OF ALLEN SCHWARTZ, ESQ.

Allen Schwartz, Esq. 1724 Burnett Street Brooklyn, New York 11229

Tel: 917-765-4147 Cell: 773-808-8972

Email: allenschwartzlaw@gmail.com

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS
-------x
NATIONAL DISTRIBUTION WAREHOUSE INC.,

Index No.:

Plaintiff,

- against -

**VERIFIED COMPLAINT** 

GENERAL WIRELESS OPERATIONS INC. d/b/a RADIOSHACK, STANDARD GENERAL L.P., and ROBERT LAVAN,

Defendants.
 X

Plaintiff National Distribution Warehouse Inc. ("Plaintiff" or "NDWI") by and through its undersigned counsel, alleges, for its verified complaint against defendants, as follows:

- 1. This is an action for, inter alia, fraudulent inducement, breach of contract, account stated, and unjust enrichment arising from defendants' fraudulent conduct and retention of millions of dollars of merchandise delivered by Plaintiff while failing to pay Plaintiff the monies owed for these products.
- 2. Through this action, Plaintiff seeks to recover the property rightfully belonging to it, and the damages it has incurred as a result of defendants' misconduct.

## **PARTIES**

3. Plaintiff National Distribution Warehouse Inc. is a New York corporation with its principle place of business in Kings County, New York. It is in the business of wholesale distribution of consumer products.

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Defendant General Wireless Operations Inc. d/b/a RadioShack ("General 4. Wireless" or RadioShack") is upon information and belief a Texas corporation with its principal place of business in Texas. General Wireless operates RadioShack branded stores throughout the State of New York. General Wireless is subject to the personal jurisdiction of courts in the State of New York because it operates numerous stores within the State of New York, including in

Defendant Standard General L.P. ("Standard General") is a limited partnership in 5. the State of New York with its principal place of business located in the County of New York and State of New York. Standard General is a hedge fund and the principal owner of General Wireless. It, upon information and belief, de facto operates General Wireless, shares many of the same executives, communicated with Plaintiff regarding the matters set forth herein from its email accounts, and otherwise operates General Wireless. Standard General is thus the true prime mover behind RadioShack's actions and thus responsible for the misconduct detailed herein.

Kings County, and has entered into contracts to supply goods and services in the State of New

York, and uses real property situated within the State of New York.

Defendant Robert Lavan ("Lavan") is upon information and belief the Chairman 6. of General Wireless and an executive with Standard General. Upon information and belief, he resides in the State of New York. Among other things, Lavan, as an executive for RadioShack and Standard General, engaged in tortious conduct within the State of New York.

# JURISDICTION AND VENUE

Jurisdiction is proper in the State of New York because Defendants either reside 7. in the State of New York and/or qualify for personal jurisdiction under CPLR 302 because they transacted business within the state and/or contracts anywhere to supply goods or services in the State of New York, and/or committed a tortious act within the state, and/or own or use real property situated within the State of New York, including numerous RadioShack locations within the State of New York.

8. Venue is proper in King County because Plaintiff resides in Kings County.

## FACTUAL BACKGROUND

- 9. Plaintiff is in the business of importing and distributing consumer products, including Smartphone protective cases and other phone-related products.
- In or about 2015, RadioShack filed for Chapter 11 bankruptcy protection.
   Plaintiff had been doing business with RadioShack for approximately 12 years.
- 11. As part of its Chapter 11 reorganization, on or about July 1, 2015 Standard General bought RadioShack and created a subsidiary, General Wireless, to operate under the RadioShack name. Standard General de facto operates General Wireless.
- 12. Thereafter, Robert Lavan contacted Green and informed Green that Lavan was the new Chairman of General Wireless, the company that had bought RadioShack. Lavan invited Green to dinner to discuss "mutual business opportunities." This discussion was the beginning of defendants' scheme to lure Plaintiff to provide millions of dollars of goods by misrepresenting RadioShack's true financial condition and intent.
- 13. On or about June 1, 2016, Green and Lavan met for lunch in New York, during which Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements—Royal Bank of Canada

was one such lender--and keep their lines of credit open, and thus sought obtain as many goods on credit as possible, while not intending to actually pay for them.

- 14. Lavan also asked Plaintiff to work on selling RadioShack branded products into retailers throughout the United States. Lavan proposed to Green that Plaintiff should start a campaign for RadioShack to make the RadioShack brand extend into all mainstream retailers as an alternate option for Alkaline batteries. Lavan stressed the importance of NDWI as a core vendor to RadioShack.
- 15. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. These representations were false at the time they were made. RadioShack was facing imminent insolvency.
- 16. Beginning in July 2016, RadioShack began ordering 4 items from Plaintiff for the upcoming holiday season on net 60 terms.
- 17. Shortly thereafter, in or about the end of August 2016, RadioShack was late on payments and RadioShack VP of merchandising Diane Kinzer and Director of Finance Gordon Briscoe set up a plan on how payments were to be made for the holiday orders to Plaintiff.
- 18. Specifically, Plaintiff and RadioShack agreed to different payment terms for three of the four holiday items—these items amounted to approximately \$900,000.00. Specifically, Defendants agreed to pay to 15% of the total upon shipping, 35% after 30 days and the balance of 50% in 60 days.

- 19. The process for orders was as follows: RadioShack would contact NDWI for specific products, often giving a list of desired products to NDWI to determine if said products were in stock or if NDWI could manufacture these products. NDWI would also offer product presentations to RadioShack for its consideration. If RadioShack desired a specific product, NDWI would send RadioShack a set up sheet with the specifications of the item. This sheet would include the price for the item, and if there was any adjustment in pricing NDWI would send an email alerting an updated price. RadioShack would generally accept the proposed price but if RadioShack sought a lower price it would contact NDWI asking for a lower price. After receiving the set-up sheet and agreeing to pricing, RadioShack would either email or fax purchase orders to NDWI.
- 20. RadioShack would also send an "Open Items Report" on a weekly basis showing all new and outstanding purchase orders. This would include the Purchase Order Number, item name, part number, description, UPC code, price, quantity, order date, expected ship date and expected receipt date.
- 21. As was regular practice, prior to shipment Plaintiff would email RadioShack for pre-shipment authorizations. RadioShack would then schedule the shipping carrier to come and pick up the shipments from Plaintiff in Brooklyn NY or from one Plaintiffs' third party logistics facilities in California and New Jersey. Each shipment included a packing list. Plaintiff would then send an invoice by email to the accounts payable department of RadioShack, with basic item details, including price.
- 22. The last payment Plaintiff received from RadioShack was on November 21, 2016 in the amount of \$16,795.50.

- 23. As of the date of this filing, RadioShack received at least \$1,621,371.49 worth of products that RadioShack failed to pay for despite agreeing to, and being contractually obligated to, do so.
- 24. While continuously making these orders, RadioShack never notified Plaintiff of any problems with any shipments or with the items.
- 25. On or about December 15, 2016, Green asked Jarod Smith, finance director for RadioShack, for an update as to payment. Smith told Green that RadioShack was going through some organizational changes and that he would provide an update later.
- 26. On or about December 21, 2016, Green contacted Defendant Diane Kinzer, vice president of merchandising for RadioShack, and was told that she was not allowed to "talk with him." Kinzer suggested Green should call Robert Lavan or Brad Tobin, RadioShack's general counsel.
- 27. On or about and through December 27, 2016 and December 28, 2016, Green emailed Brad Tobin, Robert Lavan and the other RadioShack executives requesting payment. In response, Green received a call from Brad Tobin who that Green should not email Lavan as those emails are "not helping his case." Upon information and belief, after luring Plaintiff into providing the orders with credit by misrepresenting the precarious financial condition of RadioShack and its imminent insolvency, Lavan instructed RadioShack employees not to provide any payment to Plaintiff.
- 28. On or about January 3, 2017, and without any further contact by RadioShack executives, Green reached out to Brad Tobin asking to meet him and/or Lavan but was rebuffed.
- 29. Finally, at a meeting held on or about January 31, 2016 with Lavan and Tobin,

  Green was told by RadioShack that they would not pay for any of the items and that RadioShack

was not paying suppliers for products that remained unsold and in its inventory. Upon information and belief, RadioShack is facing imminent insolvency and at all relevant times was planning on undertaking a liquidation of its assets and filing for bankruptcy, including when it ordered the items from Plaintiff.

- 30. While continuing to provide these items to RadioShack, NDWI never received emails or correspondence about quality concerns or products not functioning well.
- 31. Plaintiff now brings this action to recover its damages, or in the alternative, to recover the items provided to RadioShack.

# FIRST CAUSE OF ACTION (Breach of Contract)

- 32. Plaintiff repeats and realleges all allegations in all preceding paragraphs as if fully set forth herein.
  - 33. As set forth above, the parties entered into contracts for the sale of goods.
- 34. Plaintiff performed all obligations under the contracts that were its obligation to perform.
  - 35. Defendants breached the contracts by failing to make the agreed upon payments.
- 36. Plaintiff spent significant funds to meet its obligation under the contracts and has suffered damages.
- 37. In addition to the aforementioned breaches, in the summer of 2015, General Wireless entered into a contract with Plaintiff and wired Plaintiff \$436,388.20 to pre-pay for an order for an HDMI component and HDMI composite adapter. Plaintiff ordered the item from the manufacturer, Good Mind Industries Company Ltd., since RadioShack was unable to purchase directly from the manufacturer as a result of RadioShack's bankruptcy and deteriorated relationship with said manufacturer.

- 38. Then, after placing this order, RadioShack repaired its relationship with the manufacturer and instructed the manufacturer that they were not allowed to sell these items to Plaintiff or they would lose RadioShack's business. RadioShack did this so it could purchase the items directly from the manufacturer at a discount.
- 39. As a result, Plaintiff could not deliver the items to RadioShack. Plaintiff wired the order money to RadioShack, but remains entitled to its damages from RadioShack's breach of this contract.
- 40. Judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, but estimated to exceed \$1,621,371.49, prejudgment interest, costs, and legal fees.

# SECOND CAUSE OF ACTION (Account Stated)

- 41. Plaintiff repeats and realleges all allegations in all preceding paragraphs as if fully set forth herein.
- 42. As set forth above, the parties entered into contracts for the sale of goods for which they agreed to make payment in the amounts agreed upon.
- 43. Plaintiff provided goods to Defendants and presented accounts and invoices to Defendants.
- 44. Defendants accepted the goods and invoices and did not object within a reasonable time.
- 45. Accordingly, judgment should be rendered against defendants in favor of plaintiff in an amount to be determined at trial, but estimated to exceed \$1,621,371.49, plus prejudgment interest, costs, and legal fees to enforce.

# THIRD CAUSE OF ACTION (Declaratory Judgment)

- 46. Plaintiff repeats and realleges each of the allegations set forth in each preceding paragraph, as if fully set forth herein.
  - 47. As set forth above, the parties entered into contracts for the sale of goods.
  - 48. Plaintiff performed all obligations under the contracts.
  - 49. Defendant breached the contracts as detailed above.
- 50. The present dispute presents a justiciable controversy in which the issues are present, real, definite, and substantial and affect existing legal relations between plaintiff and defendant. Without a declaration of rights, plaintiff would be unable to receive the benefits of the contracts for which it had bargained.
- 51. Accordingly, plaintiff is entitled to a judgment declaring that defendants willfully and materially breached the contracts.
  - 52. Plaintiff has no adequate remedy at law.

# FOURTH CAUSE OF ACTION (Unjust Enrichment)

- 53. Plaintiff repeats and realleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.
  - 54. As set forth above, the parties entered into contracts for the sale of goods.
  - 55. This contracts were entered into on the basis of Defendants' misrepresentations.
- 56. Plaintiff performed all obligations under the contracts that were its obligation to perform.
  - 57. Defendants accepted the goods without making payment.

- 58. As a result, Defendants were unjustly enriched with assets rightfully belonging to Plaintiff, and it would not be in good conscience to allow Defendants to retain these assets without paying for them.
  - 59. Plaintiff has no adequate remedy at law.

# FIFTH CAUSE OF ACTION (Goods Sold and Delivered)

- 60. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.
- 61. Plaintiff and General Wireless entered into a contract for the sale of goods on terms of credit.
- 62. Plaintiff delivered said goods to defendant in accordance with the contract, and the terms of credit have since expired.
- 63. As a result of Defendants' failure to pay for these goods, Plaintiff has been damaged in an amount to be determined at trial, but estimated to exceed \$1,621,371.49.

# SIXTH CAUSE OF ACTION (Fraudulent Inducement)

- 64. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.
- 65. Defendants fraudulently induced Plaintiff into entering into contracts to provide RadioShack with goods. To induce Plaintiff to deliver goods, among other things, Defendants misrepresented to plaintiff that its financial condition was good, that it should therefore be given substantial credit, and that it had turned around its business. All of these representations were false and were made with the intent to deceive Plaintiff and to induce it into entering into the above-referenced contracts.

- 66. Defendant Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit open, and sought obtain as many goods on credit as possible, while knowing they would be unable to pay for them and without intending to actually pay for them.
- 67. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. In truth, RadioShack was facing imminent insolvency and these representations were false at the time they were made.
- 68. RadioShack furthermore had an affirmative obligation to disclose its imminent insolvency based upon the relationship between the parties arising out of contract and since this information was exclusively in its possession and unknowable to outside parties.
- 69. In reliance on RadioShack's affirmative misrepresentations, Plaintiff delivered the goods to RadioShack.
- 70. Plaintiff justifiably relied upon RadioShack's misrepresentations, inter alia, because of its lengthy business history with RadioShack and because this information was exclusively in the possession of Defendants.
- 71. But for these misrepresentations, Plaintiff would not have entered into these contracts.

72. As a direct and proximate result of Defendants' actions, Plaintiff has sustained injury, the precise amount to be determined at trial.

# SEVENTH CAUSE OF ACTION (Rescission)

- 73. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if fully set forth herein.
- 74. Defendants fraudulently induced Plaintiff into entering into contracts to provide RadioShack with goods. To induce Plaintiff to deliver goods on credit Defendants, among other things, misrepresented to Plaintiff that its financial condition was good, that it should therefore be given substantial credit, and that it had turned around its business. All of these representations were false and were made with the intent to deceive Plaintiff and to induce it into entering into the above-referenced contracts.
- 75. Defendant Lavan lured Plaintiff into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lender requirements and keep their lines of credit open, and sought obtain as many goods on credit as possible, while knowing they would be unable to pay for them and without intending to actually pay for them.
- 76. Lavan misrepresented to Green that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told Green that as long as General Wireless and Lavan and his team were around they would not have financial issues with any of their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them

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promptly. In truth, RadioShack was facing imminent insolvency and these representations were false at the time they were made.

- 77. RadioShack furthermore had an affirmative obligation to disclose its imminent insolvency based upon the relationship between the parties arising out of contract and since this information was exclusively in its possession and unknowable to outside parties.
- 78. In reliance on RadioShack's affirmative misrepresentations, Plaintiff delivered the goods.
- 79. Plaintiff justifiably relied upon RadioShack's misrepresentations, inter alia, because of its lengthy business history with RadioShack and because this information was exclusively in the possession of Defendants.
- 80. But for these misrepresentations, Plaintiff would not have entered into these contracts.
  - 81. Plaintiff is unable to receive the benefit of his bargain.
- 82. Defendants' breach of the contract and fraudulent misrepresentations relating to the contracts was material and willful or so substantial and fundamental as to strongly tend to defeat the object of the parties in making the Contract.
- 83. As a direct and proximate result of the above, the Court should order the rescission of the contracts, and award Plaintiff damages for the expenses incurred by Plaintiff in connection with the contracts.

# **EIGHTH CASUE OF ACTION**(Tortious Interference with Contract)

84. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

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In the summer of 2015, General Wireless entered into a contract with Plaintiff and 85. wired Plaintiff \$436,388.20 to pre-pay for an order for an HDMI component and HDMI

Industries Company Ltd., to purchase said items. RadioShack was unable to purchase directly

composite adapter. Plaintiff then entered into a valid contract with the manufacturer, Good Mind

from the manufacturer as a result of RadioShack's bankruptcy and deteriorated relationship with

said manufacturer.

Then, after Plaintiff had placed this order, RadioShack repaired its relationship 86. with the manufacturer and instructed the manufacturer that they were not allowed to sell these items to Plaintiff or they would lose RadioShack's business. RadioShack was aware of Plaintiff's contract with the manufacturer. RadioShack did this intentionally so it could purchase the items directly from the manufacturer at a discount.

- As a result, the manufacturer breached its contract with Plaintiff and did not 87. deliver the items to RadioShack.
- Plaintiff returned the order money to RadioShack, but remains entitled to its 88. damages and lost profits from RadioShack's breach of its contract with Plaintiff and its tortious interference with Plaintiff's contract with the manufacturer.
- Accordingly, judgment should be rendered against defendants in favor of plaintiff 89. in an amount to be determined at trial, plus prejudgment interest, costs, and legal fees.

# NINTH CASUE OF ACTION (Promissory Estoppel)

Plaintiff repeats and realleges each and every allegation set forth in the preceding 90. paragraphs as if fully set forth herein.

- 91. RadioShack would regularly send forecasts of anticipated orders so that NDWI was prepared to fill them. Plaintiff would purchase or manufacture special items for RadioShack on the basis of these forecasts. These forecasts amounted to over \$800,000.00.
- These forecasts, under Plaintiff's vendor arrangement with RadioShack and its its 92. ongoing business dealings with RadioShack, amounted to clear and unambiguous promises by RadioShack to purchase these items and Plaintiff reasonably relied upon them.
  - 93. As a result of said reliance, Plaintiff suffered damages.
- Accordingly, judgment should be rendered against defendants in favor of plaintiff 94. in an amount to be determined at trial, plus prejudgment interest, costs, and legal fees.

## CLAIM FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that judgment be granted against defendants, jointly and severally, as follows:

- a) On the Third Cause of Action, declaring that defendants willfully and materially breached their contractual obligations to Plaintiff;
- b) On the First, Second, Third, Fifth, Eighth and Ninth Causes of Action, awarding Plaintiff its full measure of compensatory and consequential damages, the precise amount to be determined at trial; and
- c) On the Sixth and Seventh Causes of Action, rescinding the contracts, and ordering defendants to provide restitution and return the goods provided by Plaintiff and awarding damages; and
- d) Awarding Attorney's Fees, Costs, prejudgment interest, and such other and further relief as the court deems just and proper.

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Dated: Brooklyn, New York February 6, 2017

By:	/s/			
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Frank R. Seddio, Esq.

# SEDDIO & ASSOCIATES, P.C.

Frank R. Seddio, Esq. 9306 Flatlands Avenue Brooklyn, New York 11236 (718) 272-6040 Seddiolaw@gmail.com

-and-

# LAW OFFICE OF ALLEN SCHWARTZ, ESQ.

Allen Schwartz, Esq. 1724 Burnett Street Brooklyn, New York 11229

Tel: 917-765-4147 Cell: 773-808-8972

Email: allenschwartzlaw@gmail.com

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## **VERIFICATION**

STATE OF NEW YORK	)
	: SS.
COUNTY OF KINGS	)

Seth Green, who because of his religious beliefs cannot swear, solemnly affirms under the penalty of perjury, as follows: I am CEO and co-owner of the plaintiff in the above-captioned action. I have read the foregoing verified complaint and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

Seth Green

Affirmed to before me this o day of 200

2017

NOTARY PUBLIC STATE OF NEW YORK

Molary Public

OTARY PUBLIC COUNTY
HONGS COUNTY
LIO. 4010 173 1755

RECEIVED NYSCER 17-0290872817



Allen Schwartz <allenschwartzlaw@gmail.com>

# 22 NYCRR 202.7(b) Notice of Application for Injunctive Relief

Allen Schwartz <allenschwartzlaw@gmail.com>
To: brad.tobin@radioshack.com, legal@standgen.com, Robert.Lavan@radioshack.com

Mon, Feb 6, 2017 at 2:06 PM

# Gentlemen and Gentlewomen:

Please take notice that National Distribution Warehouse Inc. will be filing an application for injunctive relief against General Wireless Operations Inc. d/b/a RadioShack ("General Wireless"), Standard General L.P. ("Standard General"), and Robert Lavan ("Lavan") seeking an Order: (i) pursuant to CPLR 6301, pending resolution of the action, enjoining Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert with them, from selling, transferring, or otherwise disposing of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for, or in the alternative (ii) ordering Defendants to place the monies owed for these goods into escrow pending resolution of the action; and (iii) granting such other and further relief as the Court deems just and proper.

The motion will be filed in the Ex Parte Office, Room 295, of the Kings County Supreme Court, 360 Adams Street, Brooklyn, New York at approximately 2:30 pm on February 7, 2017.

Please be guided accordingly.

Thank you,

Allen Schwartz, Esq. Law Office of Allen Schwartz, Esq. 1724 Burnett Street Brooklyn, NY 11229 Cell:773-808-8972 NYSCEF DOC. NO. 6

RECEIVED NYSCEF: 02/06/2017

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS	
NATIONAL DISTRIBUTION WAREHOUSE INC.,	Index No.:
Plaintiff,	
- against -	
GENERAL WIRELESS OPERATIONS INC. d/b/a RADIOSHACK, STANDARD GENERAL L.P., and ROBERT LAVAN,	
Defendants.	

# AFFIRMATION OF SETH GREEN IN SUPPORT OF PLAINTIFF'S EMERGENCY APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

STATE OF NEW YORK	)
	:ss
COUNTY OF KINGS	)

Seth Green, who does not swear for religious reasons, being duly deposed, affirms the following under penalty of perjury:

- 1. I am CEO of Plaintiff National Distribution Warehouse Inc. ("Plaintiff" or "NDWI"), Plaintiff in the above-captioned action.
- 2. I submit this affirmation in support of Plaintiff's emergency application for an Order: (i) pursuant to CPLR 6301, pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, or otherwise disposing of any

of the unsold goods provided to Defendants by Plaintiff that Defendants have failed to pay for that are the subject of this action, or in the alternative (ii) ordering Defendants to place the monies owed for these goods into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

- 3. This is an action for, inter alia, fraudulent inducement, breach of contract, account stated, and unjust enrichment arising from defendants' fraudulent conduct and retention of millions of dollars of merchandise delivered by Plaintiff while failing to pay Plaintiff the monies owed for these products.
- 4. Through this action, Plaintiff seeks to recover the property rightfully belonging to it, and the damages it has incurred as a result of defendants' misconduct.

## I. The Parties

- 5. Plaintiff National Distribution Warehouse Inc. is a New York corporation with its principle place of business in Kings County, New York. It is in the business of wholesale distribution of consumer products.
- 6. Defendant General Wireless Operations Inc. d/b/a RadioShack ("General Wireless" or RadioShack") is upon information and belief a Texas corporation with its principal place of business in Texas. General Wireless operates RadioShack branded stores throughout the State of New York. General Wireless is subject to the personal jurisdiction of courts in the State of New York because it operates numerous stores within the State of New York, including in Kings Couny, and has entered into contracts to supply goods and services in the State of New York, and uses real property situated within the State of New York.
- 7. Defendant Standard General L.P. ("Standard General") is a limited partnership in the State of New York with its principal place of business located in the County of New York

and State of New York. Standard General is a hedge fund and the principal owner of General Wireless. It, upon information and belief, de facto operates General Wireless, shares many of the same executives, communicated with Plaintiff regarding the matters set forth herein from its email accounts, and otherwise operates General Wireless. Standard General is thus the prime mover behind RadioShack's actions and thus responsible for the misconduct detailed herein.

8. Defendant Robert Lavan ("Lavan") is upon information and belief the Chairman of General Wireless and an executive with Standard General.

# II. Defendants Defraud Plaintiff Out of Millions of Dollars

- 9. Plaintiff is in the business of importing and distributing consumer products, including Smartphone protective cases and other phone-related products.
- 10. In or about 2015, RadioShack filed for Chapter 11 bankruptcy protection. Plaintiff had been doing business with RadioShack for approximately 12 years.
- 11. As part of its Chapter 11 reorganization, on or about July 1, 2015 Standard General bought RadioShack and created a subsidiary, General Wireless, to operate under the RadioShack name. Standard General de facto operates General Wireless.
- 12. Thereafter, Robert Lavan contacted me and informed me that he was the new Chairman of General Wireless, the company that had bought RadioShack. Lavan invited me to dinner to discuss "mutual business opportunities." This discussion was the beginning of defendants' scheme to lure me and my company to provide millions of dollars of goods by misrepresenting RadioShack's true financial condition and intentions.
- 13. On or about June 1, 2016, Lavan and I met for lunch, during which Lavan lured me into providing products to RadioShack with substantial credit by mispresenting RadioShack's true financial condition and its intent in seeking goods from Plaintiff. In truth, RadioShack at that

time was seeking as much inventory as possible in order be able to fraudulently satisfy their Asset-Backed Lending requirements and keep their lines of credit, and sought obtain as many goods on credit as possible as collateral, while knowing they would be unable to pay for them and without intending to actually pay for them.

- 14. Lavan also asked me to work on selling RadioShack branded products into retailers throughout the United States. Lavan proposed to me that Plaintiff should start a campaign for RadioShack to make the RadioShack brand extend into all mainstream retailers as an alternate option for Alkaline batteries. Lavan stressed the importance of NDWI as a core vendor to RadioShack.
- 15. Lavan misrepresented to me that General Wireless was in good financial condition and was "turning the company around completely." In order to obtain goods on credit, Lavan further told me that as long as General Wireless and Lavan and his team were around Plaintiff would not have financial issues with their business dealings with RadioShack because the business was being well-run and RadioShack was able to, and would, pay them promptly. These representations were false at the time they were made. RadioShack was facing imminent insolvency.
- 16. Beginning in July 2016, RadioShack began ordering 4 items from Plaintiff for the upcoming holiday season on net 60 terms.
- 17. Shortly thereafter, in or about the end of August 2016, RadioShack was late on payments and RadioShack VP of merchandising Diane Kinzer and Director of Finance Gordon Briscoe set up a plan on how payments were to be made for the holiday orders to Plaintiff.
- 18. Specifically, Plaintiff and RadioShack agreed to different payment terms for three of the four holiday items—these items amounted to approximately \$900,000.00. Specifically,

Defendants agreed to pay to 15% of the total upon shipping, 35% after 30 days and the balance of 50% in 60 days.

- 19. Between July and September 2016, RadioShack placed over \$1,000,000.00 in orders for 4 items for the upcoming holiday season. Thereafter, Plaintiff continued to fill orders for RadioShack, relying on RadioShack's misrepresentations.
- 20. The process for orders was as follows: RadioShack would contact NDWI for specific products, often giving a list of desired products to NDWI to determine if said products were in stock or if NDWI could manufacture these products. NDWI would also offer product presentations to RadioShack for its consideration. If RadioShack desired a specific product, NDWI would send RadioShack a set up sheet with the specifications of the item. This sheet would include the price for the item, and if there was any adjustment in pricing NDWI would send an email alerting an updated price. RadioShack would generally accept the proposed price but If RadioShack sought a lower price it would contact NDWI asking for a lower price. After receiving the set-up sheet and agreeing to pricing, RadioShack would either email or fax purchase orders to NDWI. Copies of purchase orders at issue are attached hereto as Exhibit A.
- 21. RadioShack would also send an "Open Items Report" on a weekly basis showing all new and outstanding purchase orders. This would include the Purchase Order Number, item name, part number, description, UPC code, price, quantity, order date, expected ship date and expected receipt date.
- 22. As was regular practice, prior to shipment Plaintiff would email RadioShack for pre-shipment authorizations. RadioShack would then schedule the shipping carrier to come and pick up the shipments from Plaintiff in Brooklyn NY or from one Plaintiffs' third party logistics facilities in California and New Jersey. Each shipment included a packing list. Plaintiff then

send an invoice by email to the accounts payable department of RadioShack, with basic item details, including price. Copies of invoices at issue in these proceedings are attached hereto as Exhibit B.

- 23. The last payment Plaintiff received from RadioShack was on November 21, 2016 in the amount of \$16,795.50.
- 24. As of the date of this filing, RadioShack received at least \$1,621,371.49 worth of products that RadioShack failed to pay for despite being contractually obligated to do so.
- 25. While continuously making these orders, RadioShack never notified Plaintiff of any problems with any shipments or with the items.
- 26. On or about December 15, 2016, I asked Jarod Smith, finance director for RadioShack, for an update as to payment. Smith told me that RadioShack was going through some organizational changes and that he would provide an update later.
- 27. On or about December 21, 2016, I contacted Diane Kinzer, RadioShack's vice president of merchandising, and was told that she was not allowed to "talk with me." Kinzer suggested I should call Robert Lavan or Brad Tobin, RadioShack's general counsel.
- 28. On or about and through December 27, 2016 and December 28, 2016, I emailed Brad Tobin, Robert Lavan and the other RadioShack executives requesting payment. In response, I received a call from Brad Tobin who told me that I should not email Lavan as those emails are "not helping my case." Upon information and belief, after luring me into providing the orders with credit by misrepresenting the precarious financial condition of RadioShack and its imminent insolvency, Lavan instructed RadioShack employees not to provide any payment to Plaintiff.
  - 29. On or about January 3, 2017, and without any further contact by RadioShack

executives, I reached out to Brad Tobin asking to meet him and/or Lavan but was rebuffed.

- 30. Finally, at a meeting held on or about January 31, 2016 with Lavan and Tobin, they told me RadioShack would not pay for any of the unpaid items and that RadioShack was not paying its suppliers for products that remained unsold and in its inventory. Upon information and belief, RadioShack is facing imminent insolvency and at all relevant times was planning on undertaking a liquidation of its assets and filing for bankruptcy.
- 31. While continuing to provide these items to RadioShack, NDWI never received emails or correspondence about quality concerns or products not functioning well.
- 32. Absent an injunction stopping the sale or transfer of the items provided to RadioShack by Plaintiff (or, in the alternative, ordering the owed funds into escrow) that remain unpaid for, Plaintiff will suffer irreparable harm because it will be unable to recover these items—as it will be entitled to do—or damages for the loss of these items.
- 33. RadioShack is planning, and has been planning, a liquidation and bankruptcy filing.
- 34. Thus, if these items are allowed to be sold and transferred, Plaintiff will never be able to obtain restitution of these items even after prevailing on its fraudulent inducement claim and rescission of the contracts. Furthermore, many of these items are unique and were manufactured specially for sale to RadioShack. In addition, with RadioShack planning on a liquidation, absent an injunction Plaintiff will likely not even be able to recover its monetary damages on its breach of contract claim. *Van Valkenburgh, Nooger & Neville, Inc. v Hayden Pub. Co.*, 30 NY2d 34, 47 (1972) ("If the action has been properly held to be one merely for breach of contract for which money damages afford a sufficient remedy, an injunction" may be appropriate if there is "some showing of imminent risk of frustration of a resulting judgment,

such as insolvency or siphoning off of assets.").

35. Thus, absent an injunction, Plaintiff stands to suffer a total loss of all the items it provided to Plaintiff for which it has not been paid, and is without adequate remedy at law.

## III. Conclusion

WHEREFORE, it is respectfully requested that the Court issue a temporary restraining order and permanent injunction pending the resolution of this action (i) pursuant to CPLR 6301, enjoining Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for and are the subject of this action pending the resolution of this action, or in the alternative (ii) ordering Defendants to place the monies owed for these goods into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: Brooklyn, New York February 6, 2016

Seth Green

Sworn and Subscribed before me on this

/ /

ry Public

IAN O GIRSHEK

NOTARY PUBLIC STATE OF NEW YORK

KINGS COUNTY

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RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

NYSCEF DOC. NO. 7

FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM

300 RadioShack Circle, Fort Worth, TX 76102

722508 PO Number:

05/20/2016

Order Date:

PURCHASE ORDER CHANGE

NET 20 Terms:

NATIONAL DISTRIBUTION INC

Vendor Name:

BROOKLYN NY 11234- USA

7257 ROYCE PLACE

ORGFRTCOL F.O.B:

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com Shipping Instructions:

\*-GWO DC Addresses; GWO DC 0203: General Wireless Operations Inc. dba RADIOSHACK

Fort Worth TX 76102-1964 300 RadioShack Circle

MS WF6-108 Merchandise Apay

Bill To:

1001 Technology Way Libertyville, IL 60048 GWO DC 0603; 1001 Technology Way Liberlyville, IL 60048

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GWO SKU/ Brand Model UPC	6100542 DGENDE9LEDFL 812376042023		

COST, QUANTITY & DISTRIBUTION TO:

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Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

# COMMENTS

General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by GWO, and the Terms and Conditions and the Vendor Guide are available at <a href="https://www.radioshack.com">www.radioshack.com/contacts/PO-T&Cs</a>. A written copy of these Terms and Conditions as well as the Vendor Guide will be provided on written request to "Clayton.Armstrong@radioshack.com". If Vendor has signed a Vendor Agreement, then Purchase Orders issued by GWO shall be subject to the Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

NYSCEF DOC. NO.

FILED: KINGS COUNTY CLERK 02/06/2017 04:39

300 RadioShack Circle, Fort Worth, TX 76102

PO Number:

07/06/2016 723286

Order Date:

NET 20

**PURCHASE ORDER CHANGE** 

Terms:

NATIONAL DISTRIBUTION INC

Vendor Name:

BROOKLYN NY 11234- USA

7257 ROYCE PLACE

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

'-GWO DC Addresses:

General Wireless Operations Inc. dba RADIOSHACK

Bill To:

MS WF6-108 Merchandise Apay

Fort Worth TX 76102-1964

300 RadioShack Circle

GWO DC 0203;

ORGFRTCOL Shipping Instructions: F.O.B:

1001 Technology Way Libertyville, IL 60048 GWO DC 0603; GWO DC 1001 Technology Way ibertyville, IL 60048 GWO DC

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	100000000000000000000000000000000000000		The second secon	TAXABLE PARTITION A	TO SEE A SEE AND ASSESSED.	The contract of the contract o	de l'Apprendix commo Si Apprendix de la Company	The state of the s

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

# COMMENTS

GWO, and the Terms and Conditions and the Vendor Guide are available at <a href="www.radioshack.com">www.radioshack.com/contacts/PO-T&Cs</a>. A written copy of these Terms and Conditions as well as the Vendor Guide will be provided on written request to "Clayton.Amstrong@radioshack.com". If Vendor has signed a Vendor Agreement, then Purchase Orders issued by GWO shall be subject to the General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

NYSCEF DOC. NO.

FILED: KINGS COUNTY CLERK 02/06/2017 04:39

300 RadioShack Circle, Fort Worth, TX 76102

723288 PO Number:

07/06/2016 Order Date:

PURCHASE ORDER CHANGE

F.O.B: Terms: NATIONAL DISTRIBUTION INC

BROOKLYN NY 11234- USA

7257 ROYCE PLACE

Vendor Name:

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com ORGFRTCOL Shipping Instructions:

NET 20

-GWO DC Addresses:

GWO DC 0603; GWO DC 0203: GWO DC General Wireless Operations Inc. dba RADIOSHACK

1001 Technology Way Libertyville, IL 60048

GWO DC

1001 Technology Way Libertyville, IL 60048 MS WF6-108 Merchandise Apay Fort Worth TX 76102-1964

300 RadioShack Circle

Bill To:

COST OHANTITY & DISTRIBITION FROM:

COST, QUANTITI & DISTRIBUTION FROM.	Ĭ.								
GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Oty By Date	Price	Extended Ship By Amount Ship Via	tended Ship By Amount Ship Via	GWO DC 0203*	Total Ship Quantity Breakdown GWO DC 0603*	down. Distribution to Follow
1201783 DGENDEMFIBOTL 812376042511	48 EACH	DE APPLE LIGHTNING CABLE BOTTLE OPENER	5,040	7.85	\$39,564.00 09/23/2016 Truck	09/23/2016 Truck	datawa wa Manazara wa manazara kata kata kata kata kata kata kata k	5,040	
		PO TOTAL:	5,040		\$39,564.00				

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Total Ship Quantity Breakdown	GWO DC 0603*	Avanta de la constanta de la c	·
1	GWO: DC 0203*	5,040	
Ship By	Amount Ship Via	\$39,564.00 09/23/2016 Truck	0
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Qiy By Price	Date	5,040 7.85	5,040
aty		Generalization control	2
Merchandise Description		DE APPLE LIGHTNING CABLE BOTTLE OPENER	PO TOTAL:
Master	Pack UOM	ACH	
GWO SKU	Brand Model UPC	1201783 DGENDEMFIBOTL 812376042511	

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

COMMENTS

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RECEIVED NYSCEF: 02/06/2017 502397/2017 INDEX NO.

General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

04:39 PM

FILED: KINGS COUNTY CLERK 02/06/2017

NYSCEF DOC. NO. 7

723289 PO Number:

07/06/2016 Order Date:

PURCHASE ORDER CHANGE

NATIONAL DISTRIBUTION INC Vendor Name:

BROOKLYN NY 11234- USA 7257 ROYCE PLACE

Shipping Instructions: F.O.B:

\*-GWO DC Addresses:

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

ORGFRTCOL

NET 20

Terms:

General Wireless Operations Inc. dba RADIOSHACK MS WF6-108 Merchandise Apay 300 RadioShack Circle

Bill To:

Fort Worth TX 76102-1964

1001 Technology Way Libertyville, IL 60048 **GWO DC 0603**: GWO DC 1001 Technology Way Libertyville, IL 60048 GWO DC 0203: GWO DC

# COST OF ANTITY & DISTRIBUTION FROM:

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GWO SKU/ Brand Model UPC	Master Pack UOM	Master Merchandise Description Pack UOM	Qty By Date			tended Ship By Amount Ship Via	GWO DC 0203*	Total Ship Quantity Breakdown GWO DC 0603*	Distribution to Follow
2604626 DGENDEMUSBBOTL 812376042504	48 EACH	DE Micro Cable Bottle Opener	5,040	5.85	\$29,484.00 09/23/2016 Truck	09/23/2016 Truck		5,040	
		PO TOTAL:	5,040		\$29,484.00				
CH TO THE COLUMN THE C									

COST, QUANTITY & DISTRIBUTION TO:

ion Qiy By Price Extended Ship By Total Ship Ouantity Breakdown  Amount Ship Via GWO DC GWO DC Distribution  CONSTRUCT OF	5,040 5.85 \$29,484.00 09/23/2016 5,040 Truck	L; 5,040 \$29,484.00
chandise Description Qiv By Date	DE Micro Cable Bottle 5,040 apener	PO TOTAL: 5,040
Master Me Pack UOM	48 DE EACH Op	
GWO SKU/ Brand Model UPC	2604626 DGENDEMUSBOTL 812376042504	

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorquide

# COMMENTS

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RECEIVED NYSCEF: 02/06/2017 INDEX NO. 502397/2017

NYSCEF DOC. NO. 7

General Wireless Operations Inc.

FILED: KINGS COUNTY CLERK 02/06/2017 04:39

300 RadioShack Circle, Fort Worth, TX 76102

723329 PO Number:

07/08/2016 Order Date:

PURCHASE ORDER CHANGE

Terms: F.O.B.

NATIONAL DISTRIBUTION INC 7257 ROYCE PLACE Vendor Name:

BROOKLYN NY 11234- USA

General Wireless Operations Inc. dba RADIOSHACK MS WF6-108 Merchandise Apay

Bill To:

Fort Worth TX 76102-1964

300 RadioShack Circle

GWO DC 0603: GWO DC \*-GWO DC Addresses; GWO DC 0203:

1001 Technology Way Libertyville, IL 60048

NET 20

ORGFRTCOL

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com Shipping Instructions:

1001 Technology Way Libertyville, IL 60048

# COST QUANTITY & DISTRIBUTION FROM:

COOL, COANTILL & CIST NEOTICE L'ACM!	AVI.								
GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Oty By Date	Price	Extended Ship By Amount Ship Via	a	GWO DC 0203*	Total Ship Quantity Breakdown  GWO DC  Di  0603*	own Distribution to Follow
4000741 DGENDWDANCSPEAK2 812376015751	1 EACH	1 Digital Energy Dancing EACH Water Speaker	3,500	15,85	\$55,475,00 09/30/2016 Truck	09/30/2016 Truck		3,500	
		PO TOTAL:	3,500		\$55,475.00				

COST, QUANTITY & DISTRIBUTION TO:

GWO DC GWO DC Distribution 0203* Distribution to Follow		
20 100001100700006	:	
Price Extended Ship By Amount Ship Via	3,500 15.85 \$55,475.00 09/30/2016	\$55,475.00
Ωty By Date	3,500	3,500
Merchandise Description	Digital Energy Danc Water Speaker	O TOTAL
Master Pack UOM	EACH	
GWO SKU/ Brand Model UPC	4000741 DGENDWDANCSPEAK2 EACH 812376015751	

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

# COMMENTS

General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by GWO, and the Terms and Conditions and the Vendor Guide are available at <a href="www.radioshack.com/contacts/PO-T&Cs">www.radioshack.com/contacts/PO-T&Cs</a>. A written copy of these Terms and Conditions as well as the Vendor Guide will be provided on written request to "Clayton.Armstrong@radioshack.com". If Vendor has signed a Vendor Agreement, then Purchase Orders issued by GWO shall be subject to the Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

502397/2017 INDEX NO.

RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

NYSCEF DOC. NO.

FILED: KINGS COUNTY CLERK 02/06/2017 04:39

300 RadioShack Circle, Fort Worth, TX 76102

723330 PO Number:

07/08/2016 Order Date:

PURCHASE ORDER CHANGE

NATIONAL DISTRIBUTION INC

Vendor Name:

BROOKLYN NY 11234- USA

7257 ROYCE PLACE

F.O.B:

NET 20

ORGFRTCOL Shipping Instructions:

'-GWO DC Addresses: General Wireless Operations Inc. dba RADIOSHACK

GWO DC 0203:

MS WF6-108 Merchandise Apay

Bill To:

Fort Worth TX 76102-1964

300 RadioShack Circle

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

1001 Technology Way Libertyville, IL 60048 GWO DC 0603: GWO DC 1001 Technology Way Libertyville, IL 60048 GWO DC

# COST, QUANTITY & DISTRIBUTION FROM:

Sy         Total Ship Quantity Breakdown           fia         GWO DC         GWO DC         Distribution           0203*         0803*         to Follow	15,000		
Price Extended Ship By Amount Ship Via	15.85 \$237,750.00 10/28/2016 Truck	\$237,750.00	
Qty By Date	15,000 18	15,000	
Merchandise Description	Digital Energy Dancing Water Speaker	PO TOTAL:	
Master Pack UOM	24 EACH		
GWO SKU/ Brand Model UPC	4000741 DGENDWDANCSPEAK2 812376015751		

COST, QUANTITY & DISTRIBUTION TO:

				\$237,750.00	00	15,000	PO TOTAL:		
		15,000	10/28/2016 Truck	\$237,750.00	15,85	15,00	24 Digital Energy Dancing 15,000 15,85 \$237,750.00 10/28/2016 EACH Water Speaker Truck	24 EACH	4000741 DGENDWDANCSPEAK2 812376015751
Distribution to Follow	GWO DC 0803*	GWO DC 0203*	Amount Ship Via	Amount		Dat		Pack UOM	Brand Modell UPG
akdown	Total Ship Quantity Breakdown	To	Ship By	ሿ	y Price	Qty By	Merchandise Description	Master	GWO:SKU/

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

# COMMENTS

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RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

NYSCEF DOC. NO.

300 RadioShack Circle, Fort Worth, TX 76102

Vendor Name:

723331 PO Number:

07/08/2016 Order Date:

**PURCHASE ORDER CHANGE** 

Terms: F.O.B: NATIONAL DISTRIBUTION INC **BROOKLYN NY 11234- USA** 7257 ROYCE PLACE

Shipping Instructions:

'-GWO DC Addresses: GWO DC 0203:

General Wireless Operations Inc. dba RADIOSHACK MS WF6-108 Merchandise Apay

Bill To:

Fort Worth TX 76102-1964 300 RadioShack Circle

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com ORGFRTCOL NET 20

1001 Technology Way Libertyville, IL 60048 GWO DC 0603: GWO DC 1001 Technology Way

GWO DC

Libertyville, 1L 60048

# COST, QUANTITY & DISTRIBUTION FROM:

	rmanch Today	r:	
	Total Ship Quantity Breakdown GWO DC Distribution 0603* to Follow	4,008	
	GWO DC GN COLO	The contract of the contract o	
	Extended Ship By Amount Ship Via	\$63,526.80 11/25/2016 Truck	
			\$63,526.80
	Price	15.85	
	Qiy By Date	4,008	4,008
	Merchandise Description	Digital Energy Dancing Water Speaker	PO TOTAL:
	Master Pack UOM	24 EACH	
0001, 40, 1111 A DIO 1 11 DO 11 1 1 1 1 1 1 1	GWO SKUJ Brand Model UPC	4000741 DGENDWDANCSPEAK2 812376015751	

COST, QUANTITY & DISTRIBUTION TO:

			\$63,526.80		4,008	PO TOTAL:		
	4,008	\$63,526.80 11/25/2016 Truck		15.85	4,008	Digital Energy Dancing Water Speaker		4000741 DGENDWDANCSPEAK2 812376015751
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0603* to Follow	0203*						NOM	UPC
GWO DC. Distribution	SWODE	Amount Ship Via	Amount		Date		Pack	Brand Model
Total Ship Quantity Breakdown	Tota	Ship By	а	Price	Qty By	Merchandise Description	Master	GWO SKU/

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

# COMMENTS

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Distribution to Follow

Total Ship Quantity GWO DC

GWO DC

Amount Ship Via Extended | Ship By

Price

Otly By Date

Merchandise Description

Master

Pack

Brand Model

3,000

502397/2017 INDEX NO.

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FILED: KINGS COUNTY CLERK 02/06/2017 04:39

NYSCEF DOC. NO.

RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

723332 PO Number:

07/08/2016 Order Date:

PURCHASE ORDER CHANGE

NATIONAL DISTRIBUTION INC Vendor Name:

7257 ROYCE PLACE

BROOKLYN NY 11234- USA

General Wireless Operations Inc. dba RADIOSHACK

Bill To:

Fort Worth TX 76102-1964 300 RadioShack Circle

MS WF6-108 Merchandise Apay

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com ORGFRTCOL NET 20

Shipping Instructions: "-GWO DC Addresses;

F.O.B:

GWO DC 0603; GWO DC

GWO DC 0203:

GWO DC

1001 Technology Way Libertyville, 1L 60048 1001 Technology Way Libertyville, IL 60048

# COST, QUANTITY & DISTRIBUTION FROM:

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	wn Distribution to Follow	Actual published Andreas As a price and As for more As As Associated Association Associated Associa	
	Total Ship Quantity Breakdown  GWO DC  D603*	3,000	
	GWØ.DC C203*	NATIONAL CONTRACTOR CO	
	Amount Ship Via	\$53,550.00 09/30/2016 Truck	
	Э	THE	\$53,550.00
	Price	17.85	
	Oty By Date	3,000	3,000
	Merchandise Description	DE BT DANCING WATER SPEAKERS	PO TOTAL:
	Master Pack UOM	12 EACH	
00001,000111111111111111111111111111111	GWO SKU/ Brand Model UPC	4000775 DGENDEBTDWS 812376042498	

COST, QUANTITY & DISTRIBUTION TO:

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorquide

# COMMENTS

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RECEIVED NYSCEF: 02/06/2017

PM

FILED: KINGS COUNTY CLERK 02/06/2017 04:39

General Wireless Operations Inc.

NYSCEF DOC. NO. 7

300 RadioShack Circle, Fort Worth, TX 76102

PO Number:

07/08/2016 723333 Order Date:

**PURCHASE ORDER CHANGE** 

NATIONAL DISTRIBUTION INC Vendor Name:

BROOKLYN NY 11234- USA 7257 ROYCE PLACE

Shipping Instructions:

General Wireless Operations Inc. dba RADIOSHACK MS WF6-108 Merchandise Apay Fort Worth TX 76102-1964 300 RadioShack Circle

Bill To:

GWO DC 0603: -GWO DC Addresses: GWO DC 0203: GWO DC

GWO DC

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

ORGFRTCOL

F.O.B.

NET 20

1001 Technology Way Libertyville, IL 60048 1001 Technology Way Libertyville, IL 60048

# COST, QUANTITY & DISTRIBUTION FROM:

GWO SKU/ Brand Model UPC 4000775 DGENDEBTDWS E	aster OM ACH	Merchandise Description DE BT DANCING	City By Date	Price	Extended Ship By Amount Ship Via 8267,750.00 10/28/2016	Amount Ship By Amount Ship Via 750.00 10/28/2016	GWO DC 0203*	Total Ship Quantity Breakdown GWO DC Dis 0603* to	Distribution to Follow
812376042498		PO TOTAL:	15,000		\$267,750.00	Lruck			
CH TOTAL ON THE PERSON HOUSE									

COST, QUANTITY & DISTRIBUTION TO:

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorquide

# COMMENTS

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NYSCEF DOC. NO. 7

FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM

General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

723334 PO Number:

07/08/2016 Order Date:

PURCHASE ORDER CHANGE

Terms: NATIONAL DISTRIBUTION INC 7257 ROYCE PLACE

Vendor Name:

BROOKLYN NY 11234- USA

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com ORGFRTCOL Shipping Instructions: F.O.B.

NET 20

General Wireless Operations Inc. dba RADIOSHACK

MS WF6-108 Merchandise Apay

Bill To:

Fort Worth TX 76102-1964

300 RadioShack Circle

\*-GWO DC Addresses; GWO DC 0203: GWO DC

1001 Technology Way Libertyville, IL. 60048 GWO DC 0603: GWO DC 1001 Technology Way Libertyville, IL 60048

COST QUANTITY & DISTRIBUTION FROM:

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GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Ship By Amount Ship Vit		Total Ship Quantity    GWO DC    0203* 0603*	Total Ship Quantity Breakdown  GWO DC Distribution  0603* to Follow	
4000776 DGENDEBTDWS 812376042498	12 EACH	DE BT DANCING WATER SPEAKERS	4,008	17.85	\$71,542.80 11/25/2016 Truck	11/25/2016 Truck	4,0	108	
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COST, QUANTITY & DISTRIBUTION TO:

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akdown	Total Ship Quantity Breakdown	Tot	Ship By	Extended Ship By	Price	Qty By	Merchandise Description	Master	SWO SKIT

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorquide

# COMMENTS

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NYSCEF DOC. NO. 7

RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

723335 PO Number:

07/08/2016 Order Date:

PURCHASE ORDER CHANGE

NATIONAL DISTRIBUTION INC Vendor Name:

7257 ROYCE PLACE

BROOKLYN NY 11234- USA

\*-GWO DC Addresses: GWO DC 0203; General Wireless Operations Inc. dba RADIOSHACK

Bill To:

MS WF6-108 Merchandise Apay 300 RadioShack Circle

GWO DC 0603: GWO DC

GWO DC

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

ORGFRTCOL

Shipping Instructions:

F.O.B.

**NET** 20

Fort Worth TX 76102-1964

1001 Technology Way Libertyville, 1L 60048 1001 Technology Way Libertyville, IL 60048

# COST, QUANTITY & DISTRIBUTION FROM:

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	n Distribution to Follow			
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	Total Ship Quantity Breakdown  GWO DC  D603*	40,014		
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	Extended Ship By Amount Ship Via	\$226,079.10 09/28/2016 Truck	\$226,079.10	
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	KU/ Vodel	6001134 DGENDEMINIRCCAR 812376017571		
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COST, QUANTITY & DISTRIBUTION TO:

A F	6001134         54         DIRECT E           DGENDEMINIRCCAR         EACH         MINI CAR           812376017571         MINI CAR	
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2ty By Date	40,014	40,014
roe Extended Ship By Amount Ship Vis	5.65 \$226,079.10 09/28/2016 Truck	\$226,079.10
ended Ship By Amount Ship Via	\$226,079.10 09/28/2016 Truck	
	40,014	
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Distribution to Follow		

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

# COMMENTS

General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by GWO, and the Terms and Conditions and the Vendor Guide are available at <a href="www.radioshack.com/contacts/PO-T&Cs">www.radioshack.com/contacts/PO-T&Cs</a>. A written copy of these Terms and Conditions as well as the Vendor Guide will be provided on written request to "Clayton.Amstrong@radioshack.com". If Vendor has signed a Vendor Agreement, then Purchase Orders issued by GWO shall be subject to the Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

04:39 PM

FILED: KINGS COUNTY CLERK 02/06/2017

NYSCEF DOC. NO.

RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

723439 PO Number:

07/22/2016 Order Date:

PURCHASE ORDER CHANGE

Terms: NATIONAL DISTRIBUTION INC

Vendor Name:

BROOKLYN NY 11234- USA 7257 ROYCE PLACE

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com Shipping Instructions:

F.O.B:

'-GWO DC Addresses: General Wireless Operations Inc. dba RADIOSHACK MS WF6-108 Merchandise Apay

1001 Technology Way Libertyville, IL 60048

Fort Worth TX 76102-1964

300 RadioShack Circle

Bill To:

ORGFRTCOL NET 20

1001 Technology Way Libertyville, IL 60048 GWO DC 0603; GWO DC 0203; GWO DC

COST, QUANTITY & DISTRIBUTION FROM	Σ̈								
GWO SKU/	Master	Merchandise Description	VB VAD	Price	Extended Ship By	Ship By	Tot	Total Ship Quantity Breakdown	имор
Brand Model UPC	Pack UOM		Uate		Amount	Ship Via	GWO DC 0203*	GWO.DC 0603*	Distribution to Follow
2302185		DE GS4 BATTERY AND	0	17.12	80.00	\$0.00 08/17/2016	AS ANNAL PARTER AS A SPECIAL PARTER HANDLE AND WEST WORKERS AND SERVICES AND WAS	Attention version and determined by Angeles and Angeles and Angeles and Angeles and Angeles and Angeles and An	WHICH WAS THAT A VINNE WAS ARROWNED A NAT IN VIET FOR HIS WAS TO AN ENCOUNTER AN ENCOUNTER AND A STATE OF THE PARTY.
DGENDESAMGAL4CMBO 812376015836	T S	DOCK COMBO				Truck			
2302185		DE GS4 BATTERY AND	456	17.12	\$7,806.72	\$7,806.72 10/17/2016		456	
DGENDESAMGAL4CMBO 812376015836	EACH	DOCK COMBO				Truck			
		PO TOTAL:	456		\$7,806.72				
COST, QUANTITY & DISTRIBUTION TO:									

GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Oty By Date	Price	Extended   Ship By Amount   Ship Via	xtended Ship By Amount Ship Via	GWG.DC 0203*	Total Ship Quantity Breakdown GWO DC 0603*	down Distribution to Follow
2302185 DGENDESAMGAL4CMBO 812376015836	1 EACH	DE GS4 BATTERY AND DOCK COMBO	0	17.12	\$0.00	\$0.00 08/17/2016 Truck			
2302185 DGENDESAMGAL4CMBO 812376015836	1 EACH	DE GS4 BATTERY AND DOCK COMBO	456	17.12	\$7,806.72	\$7,806.72 10/17/2016 Truck	186	270	
		PO TOTAL:	456		\$7,806.72				

SPECIAL INSTRUCTIONS

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide.

www.radioshack.com/contacts/vendorguide

# COMMENTS

GWO, and the Terms and Conditions and the Vendor Guide are available at <a href="www.radioshack.com/confacts/ General Wireless Operations Inc.'s ("GWO") Purchase Order Terms and Conditions and the provisions of the Vendor Guide are expressly made a part of Purchase Orders issued by Vendor Agreement which shall control should there be any inconsistency between the Purchase Order and the Vendor Agreement.

RECEIVED NYSCEF: 02/06/2017

NYSCEF DOC. NO. 7

FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM

General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

723443 PO Number:

07/22/2016 Order Date:

PURCHASE ORDER CHANGE

NATIONAL DISTRIBUTION INC 7257 ROYCE PLACE

Vendor Name:

**BROOKLYN NY 11234- USA** 

MS WF6-108 Merchandise Apay

Bill To:

Fort Worth TX 76102-1964

300 RadioShack Circle

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com ORGFRTCOL NET 20 Terms: F.O.B:

Shipping Instructions:

General Wireless Operations Inc. dba RADIOSHACK

\*-GWO DC Addresses:

1001 Technology Way **GWO DC 0203**: GWO DC

1001 Technology Way Libertyville, IL 60048 GWO DC 0603: GWO DC Libertyville, IL 60048

COST OHANTITY & DISTRIBITION FROM:

COST, COANTILL & CISTRIBOTION LACK.	. IA.								
GWO SKU/ Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Ship By Amount Ship Vit	Sxtended Ship By Amount Ship Via	Tota GWO DC 0203*	Total Ship Quantity Breakdown  GWO DC  D603*	down Distribution to Follow
2700307 DGENDE2FR2BKCC 812376041569	100 EACH	Digital Energy Front & Back Car Charger	006	11.75	\$10,575.00 10/07/2016 Truck	10/07/2016 Truck		006	
		PO TOTAL:	900		\$10,575.00				
TOCT NOITH OF DICTORDITION TO									

COST, QUANTITY & DISTRIBUTION TO:

rdown Distribution to Follow		
Total Ship Quantity Breakdown GWO DC D603*		
Ion         Qty By         Price         Extended Ship bly         To           Date         Amount Ship Via         GWO DC           0203⁺         0203⁺	006	
dended Ship by Amount Ship Via	\$10,575.00   10/07/2016   Truck	
Extended Ship by Amount Ship Via	\$10,575.00	\$10,575.00
Oty By Date	900	006
O.V.	Ammany of all the state of the	
Merchandise Description	Digital Energy Front & Back Car Charger	PO TOTAL:
Master Pack UOM	100 EACH	
GWO SKU/ Brand Model UPC	2700307 DGENDE2FR2BKCC 812376041569	

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

# COMMENTS

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Distribution to Follow

INDEX NO. 502397/2017

RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

NYSCEF DOC. NO.

FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM

300 RadioShack Circle, Fort Worth, TX 76102

723754 PO Number:

08/09/2016 Order Date:

**PURCHASE ORDER CHANGE** 

Shipping Instructions: F.O.B: Terms: NATIONAL DISTRIBUTION INC **BROOKLYN NY 11234- USA** 7257 ROYCE PLACE

Vendor Name:

General Wireless Operations Inc. dba RADIOSHACK

Bill To:

MS WF6-108 Merchandise Apay Fort Worth TX 76102-1964 300 RadioShack Circle

ORGFRTCOL NET 60

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

GWO DC 0603: GWO DC

-GWO DC Addresses

GWO DC 0203: GWO DC

1001 Technology Way Libertyville, IL 60048 1001 Technology Way Libertyville, IL 60048

# COST QUANTITY & DISTRIBUTION FROM

			1
Distribution to Follow	And the parties that the state of the state		
Total Ship Quantity Breakdown GWO, DC 0903*	500		
Tot GWO: DC 0203*	enter a martina de companya de la co		
tended Ship By Amount Ship Via	\$8,560.00 11/03/2016 Truck	<u> </u>	
	W W Co	\$8,560.00	
Price	17.12		
Oty By Date	, , , , , , , , , , , , , , , , , , , ,	009	
Merchandise Description	DE GS4 BATTERY AND DOCK COMBO	PO TOTAL:	
Master Pack UOM	100 EACH		
GWO SKU!/ Brand Modell UPC	2302185 DGENDESAMGAL4CMBO 812376015836		CT ACIT GIGTOIG & VITTING TO TOO

COST, QUANTITY & DISTRIBUTION TO:

	CK COMBO
DOCK COMBO PO TOTAL:	8 8
	ЕАСН

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorquide

# COMMENTS

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04:39 PM

FILED: KINGS COUNTY CLERK 02/06/2017

NYSCEF DOC. NO. 7

RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

723755 PO Number:

08/09/2016 Order Date:

PURCHASE ORDER CHANGE

NATIONAL DISTRIBUTION INC Vendor Name:

BROOKLYN NY 11234- USA 7257 ROYCE PLACE

Shipping Instructions: F.O.B:

\*-GWO DC Addresses: GWO DC 0203; General Wireless Operations Inc. dba RADIOSHACK MS WF6-108 Merchandise Apay

Bill To:

Fort Worth TX 76102-1964 300 RadioShack Circle

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

ORGFRTCOL

**NET** 60

1001 Technology Way GWO DC 0603; GWO DC

GWO DC

Libertyville, IL 60048 1001 Technology Way Libertyville, IL 60048

COST QUANTITY & DISTRIBUTION FROM:

GWO DC GWO DC Distribution 0203* to Follow	1,500	
Extended Ship By Amount Ship Via GW	\$25,680.00 11/03/2016 Truck	\$25,680.00
	1,500 17.12 \$	1,500
Merchandise Description	DE GSS BATTERY AND DOCK COMBO	PO TOTAL:
GWO SKUJ Brand Model Pack UPC	2202428 DGENDEBATGS5COMBO EACH 812376017496	

COST, QUANTITY & DISTRIBUTION TO:

GWO SKU// Pack         Master Pack         Merchandise Description Pack         Date Dock         Amount Amount UOM         Sub-by State         Amount Amount Amount Sub-by Sub-
--

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

# COMMENTS

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RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

NYSCEF DOC. NO. 7

FILED: KINGS COUNTY CLERK 02/06/2017 04:39

300 RadioShack Circle, Fort Worth, TX 76102

723758 PO Number:

08/09/2016 Order Date:

**PURCHASE ORDER CHANGE** 

Terms: NATIONAL DISTRIBUTION INC

Shipping Instructions: F.O.B.

ORGFRTCOL

**NET** 60

\*-GWO DC Addresses:

General Wireless Operations Inc. dba RADIOSHACK

Bill To:

BROOKLYN NY 11234- USA

7257 ROYCE PLACE

Vendor Name:

MS WF6-108 Merchandise Apay Fort Worth TX 76102-1964 300 RadioShack Circle

GWO DC 0603: **GWO DC 0203**:

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

1001 Technology Way Libertyville, IL 60048 GWO DC 1001 Technology Way Libertyville, 1L 60048

COST QUANTITY & DISTRIBUTION FROM:

GWO SKUL Brand Model UPC	Master Pack UOM	Merchandise Description	Qty By Date	Price	Extended Ship By Amount Ship Via	xtended Ship By Amount Ship Via	Total Ship GWO DC 0203*	Total Ship Quantity Breakdown  GWO DC Distribution  0803* to Follow	
2700307 DGENDE2FR2BKCC 812376041569		Digital Energy Front & Back Car Charger	1,700	11.75	\$19,975.00 10/25/2016 Truck	10/25/2016 Truck		1,700	
		PO TOTAL:	1,700		\$19,975.00				
TOO TOO ATITIVE TO TOO									

COST, QUANTITY & DISTRIBUTION TO:

Total Ship Quantity Breakdown GWO DC Distribution D603* to Follow	
GWO DC D203*	
Extended Ship By Amount Ship Via \$19,975.00 10/25/2016 Truck	
	\$19,975.00
Price 11.75	
Qtv.By Date 1,700	1,700
Merchandise Description  Merchandise Description  Digital Energy Front & Back Car Charger	PO TOTAL:
Master Pack UOM 100 EACH	
GWO SKU/ Brand Model UPC 2700307 DGENDEZFR2BKCC 812376041569	

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorquide

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RECEIVED NYSCEF: 02/06/2017

General Wireless Operations Inc.

NYSCEF DOC. NO. 7

FILED: KINGS COUNTY CLERK 02/06/2017 04:39

300 RadioShack Circle, Fort Worth, TX 76102

724059 PO Number:

08/18/2016 Order Date:

# **PURCHASE ORDER CHANGE**

Terms: F.O.B. NATIONAL DISTRIBUTION INC

Vendor Name:

BROOKLYN NY 11234- USA

7257 ROYCE PLACE

General Wireless Operations Inc. dba RADIOSHACK

Bill To:

MS WF6-108 Merchandise Apay 300 RadioShack Circle

Fort Worth TX 76102-1964

Shipping Instructions: \*-GWO DC Addresses;

ORGFRTCOL

NET 60

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

GWO DC 0603:

GWO DC 0203:

1001 Technology Way Libertyville, IL 60048 1001 Technology Way Libertyville, IL 60048

COST OUANTITY & DISTRIBUTION FROM:

		\$8,560.00		200	PO TOTAL:		
	- I GO					-	812376015836
	Truck				DOCK COMBO		DGENDESAMGAL4CMBO
200	11/14/2016	500 17.12 \$8,560.00 11/14/2016	17.12	500	DE GS4 BATTERY AND	100	2302185
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0203*						WON	UPG
CWO DC	! · ·					Pack	Brand Model
	Amount Shim Via	Amount		C C	mediana programma program		GWC SKU

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorquide

# COMMENTS

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RECEIVED NYSCEF: 02/06/2017

# General Wireless Operations Inc.

NYSCEF DOC. NO.

FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM

300 RadioShack Circle, Fort Worth, TX 76102

724060 PO Number:

08/18/2016 Order Date:

# PURCHASE ORDER CHANGE

Terms: F.O.B:

NATIONAL DISTRIBUTION INC

Vendor Name:

7257 ROYCE PLACE

BROOKLYN NY 11234- USA

General Wireless Operations Inc. dba RADIOSHACK

Bill To:

Fort Worth TX 76102-1964 300 RadioShack Circle

MS WF6-108 Merchandise Apay

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com ORGFRTCOL NET 60

Shipping Instructions: \*-GWO DC Addresses; GWO DC 0603; GWO DC

GWO DC 0203;

1001 Technology Way Libertyville, IL 60048 1001 Technology Way Libertyville, IL 60048 GWO DC

# COST, QUANTITY & DISTRIBUTION FROM:

Distribution to Follow	And the state of t		
eakdown Distri to F	The second secon		
Total Ship Quantity Breakdown  GWO DC  0603* to F	1,400		
GWO DC 0203*	THE STATE AND ALL AND		
Extended   Ship By Amount   Ship Via	\$23,968.00   11/14/2016 Truck		
ided S	38.00 1	38.00	
Exter Arr	\$23,96	\$23,968.00	
Price	17.12		
Aty By Date	1,400	1,400	
	AND THE PROPERTY OF THE PROPER	•	
	AND	AL:	
s Descri	ltery. Bo	PO TOTAL:	
Merchandise Description	DE GS5 BATTERY AND DOCK COMBO	3	
Master Pack UOM	100 EACH		
	Name VIVIA AMARIAN VIVIA A		· ·
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	Taken Andreas Services		בור היי
	OMBO		0
F	\TGS50		1
GWO SKU/ Brand Model UPC	<b>2302428</b> DGENDEBATGS5COMBO 812376017496		CT MOITH INITIAN O THE PROPERTY.
GWO Brand UPC	23. DG 81;		č

COST, QUANTITY & DISTRIBUTION TO:

D603* to Follow	1,400	\$23,968.00 11/14/2016 Truck \$23,968.00		17.12	1,400	DE GSS BATTERY AND DOCK COMBO	UOM 100 EACH	2302428 DGENDEBATGS5COMBO 812376017496
			890 163		1 400	DOCK COMBO	EACH	DGENDEBATGS5COMBO 812376017496
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							MON	UPC
GWO DC Distribution		Amount Ship Via	Amon		Date		Pack	Brand Model
Total Ship Quantity Breakdown	Total Ship	Extended Ship By	۵	Price	Oty By	Merchandise Description	Master	GWO:SKU/

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorquide

# COMMENTS

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04:39 PM

RECEIVED NYSCEF: 02/06/2017

NYSCEF DOC. NO. 7

FILED: KINGS COUNTY CLERK 02/06/2017

General Wireless Operations Inc.

300 RadioShack Circle, Fort Worth, TX 76102

NATIONAL DISTRIBUTION INC

Vendor Name:

BROOKLYN NY 11234- USA

Bill To:

7257 ROYCE PLACE

724063 PO Number:

08/18/2016 Order Date:

**PURCHASE ORDER CHANGE** 

ORGFRTCOL Terms: F.O.B:

NET 60

CONTACT GWO LOGISTICS:vendorroutingrequest@radioshack.com

Shipping Instructions: \*-GWO DC Addresses;

General Wireless Operations Inc. dba RADIOSHACK MS WF6-108 Merchandise Apay Fort Worth TX 76102-1964 300 RadioShack Circle

1001 Technology Way Libertyville, IL 60048 GWO DC Libertyville, 1L 60048

GWO DC 0603;

GWO DC 0203:

GWO DC

# COST. QUANTITY & DISTRIBUTION FROM:

Control of the Contro	Extended Ship By Total Ship Quantity Breakdown Amount Ship Via GWO DC GWO DC Distribution 0203* to Follow	\$8,225.00   11/04/2016 Truck	\$8,225.00	
	Price	11.75		
	Qty By Date	700	700	
	Merchandise Description	Digital Energy Front & Back Car Charger	PO TOTAL:	
	Master Pack UOM	100 EACH		
	GWO SKU/ Brand Model UPC	<b>2700307</b> DGENDE2FR2BKCC 812376041569		COST OLIANITITY & DISTRIBILITION TO

down Distribution to Follow		
Total Ship Quantity Breakdown GWO DC 0603*		
GWO DC 0203*	700	
xrended Ship by Amount Ship Via	700 11.75 \$8,225.00 11/04/2016 Truck	
Extended Ship by Amount Ship Vis	\$8,225.00	\$8,225.00
Phoe	11.75	
Qty By Date	700	700
Merchandise Description	100 Digital Energy Front & EACH Back Car Charger	PO TOTAL:
Master Pack UOM	100 EACH	
GWO SKU/ Brand Model UPC	2700307 DGENDE2FR2BKCC 812376041569	

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RECEIVED NYSCEF: 02/06/2017 INDEX NO. 502397/2017

General Wireless Operations Inc.

NYSCEF DOC. NO.

FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM

300 RadioShack Circle, Fort Worth, TX 76102

NATIONAL DISTRIBUTION INC

Vendor Name:

BROOKLYN NY 11234- USA

Bill To:

7257 ROYCE PLACE

08/18/2016 724064 PO Number:

Order Date:

**PURCHASE ORDER CHANGE** 

ORGFRTCOL NET 60 Terms: F.O.B:

CONTACT GWO LOGISTICS: vendorroutingrequest@radioshack.com Shipping Instructions:

-GWO DC Addresses: General Wireless Operations Inc. dba RADIOSHACK

MS WF6-108 Merchandise Apay Fort Worth TX 76102-1964 300 RadioShack Circle

1001 Technology Way Libertyville, IL 60048 1001 Technology Way Libertyville, 1L 60048

GWO DC 0603:

GWO DC 0203:

# COST OUANTITY & DISTRIBUTION FROM

	remoner and a second		_
	Total Ship Quantity Breakdown GWO DC Distribution D603* to Follow	49,500	
	GWO DC 0203*	A the standard and the	
	Extended Ship By Amount Ship Via	\$269,775.00 10/12/2016 Truck	00
	<u>a</u>	ATTAINS AT AN AN AND	\$269,775.00
	Price	49,500 5.45	0
	Qty By Date	A day and a summarian	49,500
	Merchandise Description	DIGITAL ENERGY RC ORNAMENT CAR	РО ТОТАL:
:	Master Pack UOM	30 EACH	
	GWO SKU/ Brand Model UPC	<b>6001466</b> DGENDERCO30D 812376042030	

COST QUANTITY & DISTRIBUTION TO

			\$269,775.00		49,500	PO TOTAL:		
	49,500	10/12/2016 Truck	\$269,775.00 10/12/2016 Truck	5.45	49,500	DIGITAL ENERGY RC ORNAMENT CAR	30 EACH	6001466 DGENDERCO30D 812376042030
AND STATES AND	00 20	10/12/2016	gft decharge magningt	5P 5	SP S 005 67	UE IVIIII	30	ar vernih kyazani ilake
DEGG* to Follow	0203*						пом	UPC
GWO, D.C. Distribution	JUWE	Amount Ship Via	Amount		Date		Pack	Brand Model
Total Ship Quantity Breakdown	Total	Ship By		Price	VB YD	Merchandise Description	Master	GWO.SKU/

Vendor must follow all packing and labeling instructions as shown in the Vendor Guide. SPECIAL INSTRUCTIONS

www.radioshack.com/contacts/vendorguide

# COMMENTS

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NYSCEF DOC. NO. 8 RECEIVED NYSCEF: 02/06/2017

NATIONAL

Invoice

Invoice #

09201654

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Date

9/19/2016

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724402	Net 60	SAG	9/19/2016		***
Quantity	Item Code		Description	•	Price Each	Amount
700	610-0524	Power Strip (2 pack v	vith 6 outlets) - R	adioshack Branded		3,822.00
Ve Always Apprecia	te Your Business			To	l tal	\$3,822.00

FILED: KINGS COUNTY CLERK 02/06/2017 Page 86 of 189 Page 45 02/06/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

## NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/19/2016	09201655

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724399	Net 60	SAG	9/19/2016		
Quantity	Item Code	,	Description	•	Price Each	Amount
780	610-0525	Radioshack 6 outlet S	Surge Protector (2	2 pack)	5.55	4,329.00
We Always Appreciat	re Your Business			To	 tal	\$4,329.00

FILED: KINGS COUNTY CLERK 02/06/2017 Page 87 of 189 Bag & #5 62 797/2017

NYSCEF DOC. NO. 8 RECEIVED NYSCEF: 02/06/2017

NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/19/2016	09201656

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724404	Net 60	SAG	9/19/2016		
Quantity	Item Code		Description		Price Each	Amount
450	230-2462	18650 CELLS 2 PAC	K (Digital Energ	y Brand)	6.74	3,033.00
/e Always Appreciat	te Your Business			Tot	al	\$3,033.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/19/2016	09121636

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms Rep Ship		Via	F.O.B.	
	724186	Net 60	SAG	9/19/2016		
Quantity	Item Code		Description	<u>'</u>	Price Each	Amount
350	230-2463	18650 CELLS 2 PAC Brand)	EK with AC Charg	ger (Digital Energy	12.47	4,364.50
We Always Appreciat	e Your Business			Tota	al	\$4,364.50

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/19/2016	09201657

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms Rep Ship		Via	F.O.B.	
	724186	Net 60	SAG	9/19/2016		
Quantity	Item Code	•	Description		Price Each	Amount
100	230-2463	18650 CELLS 2 PAC Brand)	K with AC Charg	ger (Digital Energy	12.47	1,247.00
: Always Apprecia	te Your Business		· · · · · · · · · · · · · · · · · · ·	Tota	al	\$1,247.0

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/30/2016	09301675

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	Via F.O.B.	
	724909	Net 60	SAG	9/30/2016			
Quantity	Item Code		Description		Price Each		Amount
400	230-2462	18650 CELLS 2 PACE	ζ (Digital Energ	y Brand)		6.74	2,696.00
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	1						
	***************************************						
We Always Appreciat	e Your Business			То	tal		\$2,696.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/30/2016	09301676

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
-	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Shìp	Via	F.O.B.
	724397	Net 60	SAG	9/30/2016		
Quantity	Item Code		Description		Price Each	Amount
276	230-2463	18650 CELLS 2 PAC Brand)	K with AC Char	ger (Digital Energy	12.47	3,441.7
Always Apprecia	te Your Business	AM.WF		Total	al	\$3,441.7

FILED: KINGS COUNTY CLERK 02/06/2017 Page 92 of 189/Bage #502/12017

NYSCEF DOC. NO. 8 RECEIVED NYSCEF: 02/06/2017

## **NATIONAL**

(718) 251-0096

# DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 9/30/2016

General Wireless Operations	
DBA: Radioshack	
300 Radioshack Circle	•
Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	
-	

Invoice

Invoice#

09301677

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723288	Net 60	SAG	9/30/2016		
Quantity	Item Code		Description		Price Each	Amount
5,472	120-1783	DE APPLE LIGHTNI	NG CABLE BO	TTLE OPENER		7.85 42,955.20
We Always Appreciat	te Your Business			Tot	al	\$42,955.20

RECEIVED NYSCEF: 02/06/2017

## **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/30/2016	09301678

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	APP And Annual Control of the Contro
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723289	Net 60	SAG	9/30/2016		
Quantity	Item Code	-	Description		Price Each	Amount
5,472	260-4626	DE MICRO CABLE E	BOTTLE OPEN	ER		5.85 32,011.20
We Always Appreciate	Your Business			To	tal	\$32,011.20

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/30/2016	09301680

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724403	Net 60	SAG	9/30/2016		
Quantity	Item Code		Description		Price Each	Amount
40	0 270-0242	Digital Energy 4 Port	USB Car Charge	r		8.35 3,340.00
We Always Apprec	iate Your Business			То	tal	\$3,340.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/30/2016	09301681

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Quantity 900 2	723443 Item Code	Net 60	SAG		····	
	Item Code		1 5,15	9/30/2016		
900 2	,		Description		Price Each	Amount
	270-0307	Front and Back Seat C	Charger		11.75	10,575.00
e Always Appreciate	Your Business		n	Tot	al	\$10,575.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
9/30/2016	09301682

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724397	Net 60	SAG	9/30/2016		
Quantity	Item Code		Description		Price Each	Amount
	230-2463	18650 CELLS 2 PAC Brand)	K with AC Char	ger (Digital Energy	12.47	2,169.7
Always Appreciat	te Your Business			Tot	al	\$2,169.7

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/5/2016	10051663

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723329	Net 60	SAG	10/5/2016		47,550.00
Quantity	Item Code		Description	,	Price Each	Amount
3,000	400-0741	DIGITAL ENERGY 50% final payment of		ER SPEAKERS	7.92	5 23,775.0
Always Apprecia	te Your Business	<u> </u>		Tot	al	\$23,775.0

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/5/2016	10051664

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723286	Net 60	SAG	10/5/2016		53,550.00
Quantity	Item Code		Description		Price Each	Amount
3,000	400-0775	DIGITAL ENERGY SPEAKERS 50% final payment	BLUETOOTH D	ANCING WATER	8.925	26,775.00
e Always Apprecia	te Your Business	I		Tot	al	\$26,775.0

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice#
10/5/2016	10051665

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723332	Net 60	SAG	10/5/2016		53,550.00
Quantity	Item Code		Description		Price Each	Amount
3,000		DIGITAL ENERGY F SPEAKERS 50% Final payment	BLUETOOTH D	ANCING WATER	8.	925 26,775.00
We Always Appreciat	e Your Business			То	tal	\$26,775.00

FILED: Range 100 of 189 Bay & 50 1997/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

# Invoice

Date	Invoice #
10/5/2016	10051666

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To

General Wireless
C/O Brightstar
1001 Technology Way
Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723335	Net 60	SAG	10/5/2016		226,079.10
Quantity	Item Code		Description	·	Price Each	Amount
40,014	600-1134	Mini RC Car (Digital ) 50% Final Payment of	Energy Brand) 226,079,10		2.	825 113,039.55
Ve Always Appreciat	e Your Business			To	tal	<b>6112.020.55</b>

We Always Appreciate Your Business

Total
\$113,039.55

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/14/2016	10141654

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar	
1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	722508	Net 60	SAG	10/14/2016		
Quantity	Item Code		Description		Price Each	Amount
4,640	610-0542	Radioshack Branded	LED Flashlight in	n Shipper Display	1.86	8,630.4
e Always Appreciat	e Your Business			Tota	al	\$8,630.4

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/14/2016	10141655

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	
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Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725572	Net 60	SAG	10/14/2016		
Quantity	Item Code		Description		Price Each	Amount
1,500	160-2973	Selfie Stick (Digital E	Energy Brand)		5.50	8,250.00
We Always Appreciat	e Your Business			To	tal	\$8,250.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/14/2016	10141656

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725573	Net 60	SAG	10/14/2016		
Quantity	Item Code		Description		Price Each	Amount
1,500	160-2973	Selfie Stick (Digital Energy Brand)		5.50	8,250.00	
We Always Appreciat	e Your Business			Tot	al	\$8,250.00

RECEIVED NYSCEF: 02/06/2017

## **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

# **Invoice**

Date	Invoice #
10/14/2016	10141657

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar	
1001 Technology Way Libertyville, IL 60048	
200119 11110, 122 200 .0	

Batch #	P.O. Number	Terms	Rep	Shìp	Via		F.O.B.
	725569	Net 60	SAG	10/14/2016			
Quantity	Item Code		Description		Price Each		Amount
400	230-2462	18650 CELLS 2 PACK (Digital Energy Brand)			6.74	2,696.00	
We Always Apprecia	te Your Business			То	tal		\$2,696.00

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/14/2016	10141658

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via		F.O.B.
	725570	Net 60	SAG	10/14/2016			
Quantity	Item Code		Description	·····	Price Each Am		Amount
	230-2462	18650 CELLS 2 PACE	Bescription  8650 CELLS 2 PACK (Digital Energy Brand)			6.74	1,685.00
We Always Appreciat	e Your Business			To	tal	1	\$1,685.00

RECEIVED NYSCEF: 02/06/2017

## NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/14/2016	10141659

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725549	Net 60	SAG	10/14/2016		
Quantity	Item Code		Description		Price Each	Amount
800	230-1930	Samsung Galaxy S3 Battery & Charger Combo Pack (Digital Energy Brand)			7.15 13,720.00	
We Always Appreciat	e Your Business			To	tal	\$13,720.00

RECEIVED NYSCEF: 02/06/2017

## **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #		
10/14/2016	10141660		

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via F.O.B.	
	725550	Net 60	SAG	10/14/2016		
Quantity	Item Code		Description		Price Each	Amount
291	230-1930	Samsung Galaxy S3 B (Digital Energy Brand	attery & Charger	r Combo Pack		7.15 4,990.65
We Always Appreciat	e Your Business			То	tal	\$4,990.65

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #		
10/14/2016	10141661		

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

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Ship To	
General Wireless C/O Brightstar 1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725550	Net 60	SAG	10/14/2016		
Quantity	Item Code		Description		Price Each	Amount
	230-1930	Samsung Galaxy S3 E (Digital Energy Branc	Battery & Charge	r Combo Pack	17.15	497.35
Ve Always Appreciat	e Your Business	<u> </u>		Tot	:al	\$497.35

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### Invoice

Date	Invoice #
10/14/2016	10141662

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725550	Net 60	SAG	10/14/2016		
Quantity	Item Code	•	Description		Price Each	Amount
350	160-3067	Digital Energy SD/Mi	cro SD Card Rea	der		2.60 910.00
Always Appreciate	e Your Business			To	4 - 1	

We Always Appreciate Your Business

Total
\$910.00

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NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/14/2016	10141663

Bill To	
General Wireless Operations DBA: Radioshack	
300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	,
<b>3.00.19</b> , 12 000 10	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725560	Net 60	SAG	10/14/2016		
Quantity	Item Code		Description		Price Each	Amount
740	610-0525	Radioshack 6 outlet St	urge Protector (2	pack)	5.5	5 4,107.00
We Always Appreciate	e Your Business	<u> </u>		Tot	l tal	\$4,107.00

FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM age 111 of 189 Bage 10. #502317/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### **Invoice**

Date	Invoice #
10/14/2016	10141664

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle
Fort Worth Texas, 76102

Ship To

General Wireless
C/O Brightstar
1001 Technology Way
Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725561	Net 60	SAG	10/14/2016		
Quantity	Item Code		Description		Price Each	Amount
320	610-0525	Radioshack 6 outlet Su	arge Protector (2	pack)	5.55	1,776.00
We Always Appreciate	Your Business			Tot	tal	\$1,776.00

FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM age 112 of 189 Bage D. #502137/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### **Invoice**

Date	Invoice #
10/14/2016	10141665

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To

General Wireless
C/O Brightstar
1001 Technology Way
Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725562	Net 60	SAG	10/14/2016		
Quantity	Item Code		Description		Price Each	Amount
320	610-0525	Radioshack 6 outlet S	Surge Protector (2	2 pack)	5.55	1,776.00
Ve Always Appreciat	e Your Business			Tot	al	\$1,776.00

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/21/2016	10211654

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

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Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via		F.O.B.
	724064	Net 60	SAG	10/21/2016			
Quantity	Item Code		Description		Price Each	,	Amount
49,500	600-1466	DE RC Ornament Car				5.45	269,775.00
We Always Appreciat	e Your Business						The second secon
				Tot	aı		\$269,775.00

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/28/2016	10281654

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	PRE- Pay	SAG	10/28/2016		158,500.00
Quantity	Item Code		Description		Price Each	Amount
10,000	400-0741	DIGITAL ENERGY I			2.3775	23,775.00
Always Appreciat	e Your Business			Tot	tal	\$23,775.0

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/28/2016	10281655

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 30	SAG /	10/28/2016		158,500.00
Quantity	Item Code	Description		Price Each	Amount	
10,000		DIGITAL ENERGY I	DANCING WAT	ER SPEAKERS	5.5	475 55,475.00
We Always Appreciat	e Your Business			То	tal	\$55,475.00

NYSCEF DOC. NO. 8 RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/28/2016	10281656

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 60	SAG	10/28/2016		158,500.00
Quantity	Item Code	,	Description		Price Each	Amount
10,000	400-0741	DIGITAL ENERGY I 50% of FOB amount	DANCING WAT	ER SPEAKERS	7.925	79,250.00
: Always Apprecia	te Your Business			Tot	al	\$79,250.0

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/28/2016	10281657

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To		
General Wireless		
C/O Brightstar		
1001 Technology Way		
Libertyville, IL 60048		

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Due on receipt	SAG	10/28/2016		178,500.00
Quantity	Item Code		Description		Price Each	Amount
10,000	400-0775	DIGITAL ENERGY B SPEAKERS 15% of FOB total due		ANCING WATER	2.677	75 26,775.00 0.00
Always Appreciate	e Your Business	- <del> </del>		Tot	al	\$26,775.0

FILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM age 118 of 189 Bage 10. #502187/2017

NYSCEF DOC. NO. 8 RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/28/2016	10281658

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

· · · · · · · · · · · · · · · · · · ·	
Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

			,			
Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 30	SAG	10/28/2016		178,500.00
Quantity	Item Code		Description		Price Each	Amount
10,000		DIGITAL ENERGY E SPEAKERS 35% of FOB Total	BLUETOOTH D	ANCING WATER	6.2	62,475.00
We Always Appreciat	te Your Business			То	tal	\$62,475.00

EILED: KINGS COUNTY CLERK 02/06/2017 04:39 PM age 119 of 189 Bage 10. #502397/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/28/2016	10281659

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 60	SAG	10/28/2016		178,500.00
Quantity	Item Code		Description		Price Each	Amount
10,000	400-0775	DIGITAL ENERGY F SPEAKERS 50% of FOB Total	BLUETOOTH D	ANCING WATER	8.925	89,250.00
e Always Appreciat	e Your Business	***************************************		Tot	al	\$89,250.0

NYSCEF DOC. NO. 8 RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/31/2016	10311636

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725563	Net 60	SAG	11/1/2016		
Quantity	Item Code		Description		Price Each	Amount
2,400	230-2486	RS Vtech 6010 2.4V 7	700mAh Nimh (F	Radioshack		3,816.00
We Always Appreciat	te Your Business			To	tal	\$3,816.00

FILED: KINGS COUNTY CLERK 02706/2017 PM age 121 of 189 Bag ND. #501217/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### Invoice

Date	Invoice #
10/31/2016	10311637

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To

General Wireless
C/O Brightstar
1001 Technology Way
Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725564	Net 60	SAG	11/1/2016		
Quantity	Item Code		Description		Price Each	Amount
600		RS Vtech 6010 2.4V 7 Branded)	00mAh Nimh (R	adioshack	1.59	954.00
L Ve Always Appreciat	e Your Business			Tot	tal	\$954.00

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/31/2016	10311638

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725557	Net 60	SAG	11/1/2016		1 31111 11114
Quantity	Item Code		Description		Price Each	Amount
350	230-2463	18650 CELLS 2 PAC Brand)	K with AC Charg	ger (Digital Energy		2.47 4,364.50
e Always Appreciat	te Your Business			To	tal	\$4,364.50

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/31/2016	10311639

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724063	Net 60	SAG	11/1/2016		
Quantity	Item Code		Description		Price Each	Amount
165	270-0307	Front and Back Seat C	Charger			1.75 1,938.75
We Always Appreciat	e Your Business			То	tal	\$1,938.75

FILED: KINGS COUNTY CLERK 02/06/2017 PM age 124 of 189 Bag ND #501247/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/31/2016	10311640

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	-
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

. Batch#	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725833	Net 60	SAG	11/1/2016		
Quantity	Item Code	Description		Price Each	Amount	
400	270-0242	Digital Energy 4 Port U	USB Car Charge	r		8.35 3,340.00
We Always Appreciate	e Your Business			То	tal	\$3,340.00

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### **Invoice**

Date	Invoice #
10/31/2016	10311641

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725554	Net 60	SAG	11/1/2016		
Quantity	Item Code		Description		Price Each	Amount
1,320		2.4V 700 MAH NIMI BATTERY 2 Pack	I AAA CORDLE	ESS PHONE		4.60 6,072.00
We Always Appreciat	te Your Business			<b>T</b> _	4 - 1	

We Always Appreciate Your Business

Total
\$6,072.00

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/31/2016	10311642

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725565	Net 60	SAG	11/1/2016		
Quantity	Item Code		Description		Price Each	Amount
480	230-2486	RS Vtech 6010 2.4V Branded)	700mAh Nimh (F	Radioshack	1.59	763.2
Always Apprecia	te Your Business	<del>1</del>		Tot	al	\$763.2

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/31/2016	10311643

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725576	Net 60	SAG	11/1/2016		
Quantity	Item Code		Description		Price Each	Amount
200	230-2715	CL80100 Cordless Ph Pack)	one Battery (700	mAH NIMH 2	3.80	760.00
Ve Always Appreciat	te Your Business			To	tal	\$760.00

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
10/31/2016	10311644

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Chi- T-	
Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725558	Net 60	SAG	11/1/2016		
Quantity	Item Code		Description		Price Each	Amount
250	230-2463	18650 CELLS 2 PACE Brand)	with AC Charg	ger (Digital Energy		2.47 3,117.50
We Always Appreciat	te Your Business		,	То	tal	\$3,117.50

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/2/2016	11021636

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Due on receipt	SAG	11/2/2016		\$87,175.00
Quantity	Item Code	Description Price Each A			Amount	
5,500		DIGITAL ENERGY E 15% Pre - Paid of FOE		ER SPEAKERS	2.3775	13,076.25
Ve Always Appreciat	e Your Business			Tot	al	\$13,076.25

NYSCEF DOC. NO. 8 RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #		
11/2/2016	11021637		

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 30	SAG	11/2/2016		\$87,175.00
Quantity	Item Code		Description		Price Each	Amount
5,500		DIGITAL ENERGY I		ER SPEAKERS	5.54	30,511.25
Ve Always Appreciat	te Your Business			То	tal	\$30,511.2

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/2/2016	11021638

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723330	Net 60	SAG	11/2/2016		\$87,175.00
Quantity	Item Code	-	Description		Price Each	Amount
5,500		DIGITAL ENERGY 50% Pre - Paid of FO		TER SPEAKERS	7.925	43,587.5
Always Appreciat	e Your Business		,	Tot		

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### Invoice

Date	Invoice #
11/2/2016	11021639

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723331	Due on receipt	SAG	11/2/2016		\$47,550.00
Quantity	Item Code		Description		Price Each	Amount
3,000	400-0741	DIGITAL ENERGY E		ER SPEAKERS	2.3	7,132.50
We Always Appreciat	e Your Business			To	tal	65.120.50

We Always Appreciate Your Business

Total
\$7,132.50

FILED: KINGS COUNTY CLERK 02/06/2017 PM age 133 of 189, Bagolo #501337/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### Invoice

Date	Invoice #
11/2/2016	11021640

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723331	Net 30	SAG	11/2/2016		\$47,550.00
Quantity	Item Code	Description		Price Each	Amount	
3,000		DIGITAL ENERGY E 35% Pre - Paid of FOE		ER SPEAKERS	5.5	16,642.50

We Always Appreciate Your Business

Total
\$16,642.50

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/2/2016	11021642

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch#	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723333	Due on receipt	SAG	11/2/2016		\$89,250
Quantity	Item Code		Description	<u> </u>	Price Each	Amount
5,000	400-0775	DIGITAL ENERGY B SPEAKERS 15% Pre - Paid of FOB		ANCING WATER	2.6775	13,387.5
Always Appreciat	e Your Business			Tot	al	\$13,387.5

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/2/2016	11021643

Bill To	·		
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102			

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723333	Net 30	SAG	11/2/2016		\$89,250
Quantity	Item Code		Description		`Price Each	Amount
5,000		DIGITAL ENERGY E SPEAKERS 35% Pre - Paid of FOE		ANCING WATER	6	2475 31,237.50
We Always Appreciat	e Your Business			То	tal	\$31,237.50

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/2/2016	11021641

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
		Net 60	SAG	11/2/2016		\$47,550.00
Quantity	Item Code		Description	•	Price Each	Amount
3,000	400-0741	DIGITAL ENERGY 50% Pre - Paid of FO		ER SPEAKERS	7.925	23,775.00
Always Appreciat	e Your Business			Tot	al	\$23,775.0

FILED: Rings COUNTY BALERK 02/06/20 Filed 02/09/17 pm age 137 of 189 m age 15

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

## Invoice

Date	Invoice #
11/2/2016	11021644

Bill To
General Wireless Operations DBA: Radioshack
300 Radioshack Circle Fort Worth Texas, 76102
101 WORD 10AU3, 70102

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723333	Net 60	SAG	11/2/2016		\$89,250
Quantity	Item Code		Description		Price Each	Amount
5,000	400-0775	DIGITAL ENERGY E SPEAKERS 50% Pre - Paid of FOE		ANCING WATER	8.	925 44,625.00
Always Appreciat	e Your Business	****		To	4_1	

We Always Appreciate Your Business

Total
\$44,625.00

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### Invoice

Date	Invoice #
11/2/2016	11021645

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723334	Due on receipt	SAG	11/2/2016		\$98,317.80
Quantity	Item Code	Description		Price Each	Amount	
5,508		DIGITAL ENERGY E SPEAKERS 15% Pre - Paid of FOE		ANCING WATER	2.6	14,747.67
We Always Appreciat	te Your Business			То	tal	\$14,747.67

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

# Invoice

Date	Invoice #
11/2/2016	11021646

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723334	Net 30	SAG	11/2/2016		\$98,317.80
Quantity	Item Code		Description		Price Each	Amount
5,508		DIGITAL ENERGY E SPEAKERS 35% Pre - Paid of FOE		ANCING WATER	6.2	34,411.23
We Always Apprecia	te Your Business			То	tal	\$34,411.23

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/2/2016	11021647

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723334	Net 60	SAG	11/2/2016		\$98,317.80
Quantity	Item Code		Description		Price Each	Amount
5,508		DIGITAL ENERGY E SPEAKERS 50% Pre - Paid of FOE		ANCING WATER		7.85 98,317.80
We Always Appreciat	te Your Business			То	tal	\$98,317.80

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/6/2016	11061646

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

· ·	
Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725999	Net 60	SAG	11/6/2016		
Quantity	Item Code		Description		Price Each	Amount
520	610-0525	Radioshack 6 outlet S	urge Protector (2	pack)	5.55	2,886.0
	Tracking #	ABF 380-098-691				
					}	
	:					***************************************
Always Appreciat	e Your Business			Tot	al	\$2,886.0

FILED: KINGS COUNTY BALERK 02/06/20 Filed 02/09/17 PM age 142 of 189 NB age 15 01/437/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### Invoice

Date	Invoice #
11/6/2016	11061636

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

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Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725577	Net 60	SAG	11/6/2016		
Quantity	Item Code	Description		Price Each	Amount	
200		CL80100 Cordless Pho Pack)	one Battery (700	mAH NIMH 2		3.80 760.00
	Tracking #	ABF Pro# 218408716				0.00
	Access					
	Adversaria de la companya de la comp					
We Always Appreciat	- V D					·····

We Always Appreciate Your Business

Total
\$760.00

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #	
11/6/2016	11061637	

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	
Tott World Texas, 70102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

	Net 60  DIGITAL ENERGY N MOUNT  ABF Pro# 218408716		11/6/2016 V/ PHONE	Price Each 4.2:	
111	MOUNT	MINI TRIPOD V	V/ PHONE	4.25	5 1,275.00
ļ	MOUNT		V/ PHONE		
ing#	ABF Pro# 218408716			0.00	0.0
Business			Tot	tal	\$1,275.0
•	Business	Business	Business	Business	Business Total

RECEIVED NYSCEF: 02/06/2017

#### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #		
11/6/2016	11061638		

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To		
General Wireless		
C/O Brightstar		
1001 Technology Way		
Libertyville, IL 60048		

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726085	Net 60	SAG	11/6/2016		
Quantity	Item Code		Description		Price Each	Amount
576	230-0661	Energizer (AAA) E2 L (039800017932)	ithium Battery 4	pack	7.90	4,550.4
	Tracking #	ABF Pro# 218408716			0.00	0.0
				•		
Always Apprecia	te Your Business			Tot	al	\$4,550.4

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/6/2016	11061639

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

<u>.                                    </u>	
Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms Rep Ship V		Via		F.O.B.	
	726086	Net 60	SAG	11/6/2016			
Quantity	Item Code		Description		Price Each		Amount
600	230-0662	Energizer (AA) Ultima	ate Lithium 8 pag	ck(039800062888)	1.	4.90	8,940.00
	Tracking #	ABF Pro# 218408716			,	0.00	0.00
	A CONTRACTOR OF THE CONTRACTOR						
					"		
	A CANADA						
			***				
We Always Apprecia	te Your Business			To	tal		\$8,940.00
					*******		

 $\begin{array}{c} \textbf{FILED: KINGS'COUNTY CLERK 02/06/2017 04:39 PM} \\ \textbf{age 146 of 189, Bage, D.} \#_{5}0\cancel{2}\cancel{4}\cancel{6}_{7/2017} \\ \textbf{146 of 189, Bage, D.} \#_{5}0\cancel{2}\cancel{6}_{7/2017} \\ \textbf{146 of 189, Bage, D.} \#_{5}0\cancel{6}\cancel{6}_{7/2017} \\ \textbf{146 of 189, Bage, D.} \#_{5}0\cancel{6}\cancel{6}_{7/2017} \\ \textbf{146 of 189, Bage, D.} \#_{5}0\cancel{6}\cancel{6}_{7/2017} \\ \textbf{146 of 189, B$ 

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/6/2016	11061640

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via		F.O.B.
	726087	Net 60	SAG	11/6/2016			
Quantity	Item Code		Description		Price Each		Amount
1,000	230-0663	Energizer (AA) Ultima	ate Lithium 4 pag	ck (039800079312)		7.90	7,900.00
	Tracking #	ABF Pro# 218408716				0.00	0.00
We Always Apprecia	te Your Business	·			<u> </u>		
				To	tal		\$7,900.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/6/2016	11061641

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726090	Net 60	SAG	11/6/2016		
Quantity	Item Code		Description		Price Each	Amount
3,168	230-2557	RS 357 WATCH BAT 2302235	TTERY 5PK- En	ergizer replaces	5.98	18,944.64
	Tracking #	ABF Pro# 218408716			0.00	0.00
Market Market Market Market Market Market Market Market Market Market Market Market Market Market Market Market						
Always Appreciate	e Your Business			Tot	al	\$18,944.64

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/6/2016	11061642

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726091	Net 60	SAG	11/6/2016		
Quantity	Item Code		Description		Price Each	Amount
2,040	230-2561	2.4v 400mah NIMH Cordless phone battery DEBAT166342		2.80	5,712.00	
	Tracking #	ABF Pro# 218408716			0.00	0.00
Always Appreciat	te Your Business			To	<u> </u>	J

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

### **Invoice**

Date	Invoice #
11/6/2016	11061643

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To

General Wireless
C/O Brightstar
1001 Technology Way
Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
<u>.</u>	725574	Net 60	SAG	11/6/2016		
Quantity	Item Code		Description		Price Each	Amount
504	160-2973	Selfie Stick (Digital E	Energy Brand)		:	5.50 2,77
	Tracking #	ABF Pro# 218408716	5		-	0.00
Always Apprecia	te Your Business	<u> </u>		T	l	
Always Apprecia	te Your Business			To	tal	\$

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/6/2016	11061644

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726088	Net 60	SAG	11/6/2016		
Quantity	Item Code	,	Description		Price Each	Amount
1,500	230-2187	Samsung Galaxy Table	et Charger			8.85 13,275.00
	Tracking #	ABF Pro# 218408716			,	0.00
e Always Apprecia	te Your Business			То	tal	\$13,275.00

RECEIVED NYSCEF: 02/06/2017

11061645

### NATIONAL

Brooklyn, NY 11234

(718) 251-0096

#### **Invoice** DISTRIBUTION, INC Date Invoice # 4809 Avenue N - Dock#331

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

11/6/2016

Batch #	P.O. Number	Terms	Rep	Ship	Via		F.O.B.
	726035	Net 60	SAG	11/6/2016			
Quantity	Item Code		Description		Price Each Amour		Amount
400	230-2714	Vtech 6010 Battery (2	.4V 700 mAh NI	MH 2 pack)		3.80	1,520.00
	Tracking #	ABF Pro# 218408716				0.00	0.00
						ļ	
	o de la companio della						
	A STATE OF S						
	***************************************						
We Always Apprecia	te Your Business			То	tal		\$1,520.00

RECEIVED NYSCEF: 02/06/2017

### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/6/2016	11061647

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar 1001 Technology Way	
Libertyville, IL 60048	

	Batch #	P.O. Number	Terms	Rep	Ship	Via		F.O.B.
ſ		726008	Net 60	SAG	11/6/2016			
	Quantity	Item Code		Description	· · · · · · · · · · · · · · · · · · ·	Price Each		Amount
	1,400	610-0524	Power Strip (2 pack w	vith 6 outlets) - R	adioshack Branded		5.46	7,644.00
		Tracking #	ABF 161-648-033				0.00	0.00
V	e Always Apprecia	te Your Business			То	tal		\$7,644.00

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/6/2016	11061648

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via		F.O.B.
	725571	Net 60	SAG	11/6/2016			
Quantity	Item Code		Description		Price Each		Amount
250	230-2462	18650 CELLS 2 PACI	K (Digital Energ	y Brand)		6.74	1,685.00
	Tracking #	ABF 161-648-033				0.00	0.00
					Anna de la constanta de la con		
						·	
Ve Always Appreciat	te Your Business			То	tal		\$1,685.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #			
11/8/2016	11081636			

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To
General Wireless
C/O Brightstar
001 Technology Way
Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723439	Net 60	SAG	11/8/2016		
Quantity	Item Code		Description		Price Each	Amount
186	THE PROPERTY OF THE PROPERTY O	Samsung Galaxy S4 Battery & Dock Combo (Digital Energy Brand)				7.12 3,184.32
	Tracking #	UPS#1ZA859R604593	399589		(	0.00
We Always Appreciat	e Your Business			То	tal	\$3,184.32

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/8/2016	11081637

Bill To
General Wireless Operations
DBA: Radioshack 300 Radioshack Circle
Fort Worth Texas, 76102

<del></del>	
Ship To	
General Wireless	, , , , , , , , , , , , , , , , , , , ,
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723754	Net 60	SAG	11/8/2016		
Quantity	Item Code		Description		Price Each	Amount
500	230-2185	Samsung Galaxy S4 B Energy Brand)	attery & Dock C	ombo (Digital	1'	7.12 8,560.00
	Tracking #	UPS#1ZA859R604593	399589		,	0.00
We Always Appreciat	e Your Business				<u> </u>	
				То	tal	\$8,560.00

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/8/2016	11081638

Bill To	
General Wireless Operations DBA: Radioshack	
300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	ALL PROPERTY OF THE PROPERTY O
C/O Brightstar	Walter
1001 Technology Way	***************************************
Libertyville, IL 60048	water the state of
	***************************************
	***************************************
	1

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724059	Net 60	SAG	11/8/2016		
Quantity	Item Code		Description	,	Price Each	Amount
500	230-2185	Samsung Galaxy S4 Battery & Dock Combo (Digital Energy Brand)			17.12	8,560.00
	Tracking #	UPS#1ZA859R60459	399589		0.00	0.0
Always Apprecia	te Your Business			Tot	 al	\$8,560.0

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/8/2016	11081639

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

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Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724392	Net 90	SAG	11/8/2016		
Quantity	Item Code		Description		Price Each	Amount
500	230-2185	Samsung Galaxy S4 E Energy Brand)	Battery & Dock C	ombo (Digital	17.12	8,560.0
	Tracking #	UPS#1ZA859R60459	399589		0.00	0.0
	TO THE PARTY OF TH					
and the state of t	;					
	A CONTRACTOR OF THE CONTRACTOR					
Always Appreciat	e Your Business			Tot	al	\$8,560.0

FILED: R1178 COUNTY BALLAR DOCUMENT 20 Filed 92/93/17 PM Page 158 of 189 Bag & #:01587/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/8/2016	11081640

Bill To	
General Wireless Operations DBA: Radioshack	
300 Radioshack Circle	
Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724180	Net 90	SAG	11/8/2016		
Quantity	Item Code		Description		Price Each	Amount
500	230-2185	Samsung Galaxy S4 B Energy Brand)	attery & Dock C	ombo (Digital	17.12	8,560.00
	Tracking #	UPS#1ZA859R604593	399589		0.00	0.0
					<u>.</u>	
Always Apprecia	te Your Business	1		Tot	ˈ ˈal	\$8,560.0

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/8/2016	11081641

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724907	Net 90	SAG	11/8/2016		
Quantity	Item Code		Description		Price Each	Amount
314	230-2185 Tracking #	Samsung Galaxy S4 B Energy Brand) UPS#1ZA859R604593		ombo (Digital	17.	5,375.68 00 0.00
	9			,		
e Always Apprecia	te Your Business			Tot	:al	\$5,375.68

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/8/2016	11081642

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
•	723755	Net 60	SAG	11/8/2016		
Quantity	Item Code		Description	<u> </u>	Price Each	Amount
1,500	230-2428	Samsung Galaxy S5 E Brand)	Battery and Charg	er (Digital Energy	17.12	25,680.0
	Tracking #	UPS#1ZA859R60459	399589		0.00	0.0
Always Apprecia	te Your Business			Tot	al	\$25,680.0

FILED: KINGS COUNTY CLERK 02/06/20 Filed 02/03/17 PM age 161 of 189 Bage 15 #50617/2017

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/8/2016	11081643

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	***************************************
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724060	Net 60	SAG	11/8/2016		
Quantity	Item Code		Description		Price Each	Amount
1,000		Samsung Galaxy S5 B Brand)	attery and Charg	er (Digital Energy	1	7.12 17,120.00
	Tracking #	UPS#1ZA859R604593	399589			0.00
}						
We Always Apprecia	te Your Business	***	<del></del>	То	tal	
				10	lai	\$17,120.00

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181636

Bill To
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726036	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
192	273-1034	Illuminated Micro Ca	able (Green) Digit	al Energy Brand	7.00	1,344.00
Ve Always Appreciate	e Your Business			Tot	al	\$1,344.00

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181637

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via		F.O.B.
	726001	Net 60	SAG	11/18/2016			
Quantity	Item Code		Description		Price Each		Amount
384	273-1035	Illuminated Micro Cab				7.00	2,688.00
We Always Appreciat	te Your Business			То	tal		\$2,688.00

 $\begin{array}{c} \text{FILED: $k$ 1.17 eV $0.0753$ CBA 16. $P$ 0270672017 PM} \text{ age 164 of 189 PB 2010 } \#_{50} \%_{97/2017} \\ \text{FILED: $k$ 1.05 PM} \end{array}$ 

NYSCEF DOC. NO. 8 RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181638

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To  General Wireless C/O Brightstar 1001 Technology Way		
C/O Brightstar	Ship To	
Libertyville, IL 60048	C/O Brightstar 1001 Technology Way	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726094	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description	· · · · · · · · · · · · · · · · · · ·	Price Each	Amount
700	273-1092	US Type C & USB Ty	pe A Car Charge	er		5,432.00
le Always Apprecia	te Your Business		· · · · · · · · · · · · · · · · · · ·	Tot	al	\$5,432.00

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181639

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To		
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	,	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726095	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
6,000	440-0554	MAXELL 90 MINUT	E CASSETTE T	APE	1.45	8,700.00
Always Appreciat	re Your Business		<del></del>	Tot	al	\$8,700.0

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181640

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727232	Net 60	SAG	11/18/2016		
Quantity	Item Code	•	Description		Price Each	Amount
600	160-3111	DIGITAL ENERGY MOUNT	MINI TRIPOD V	V/ PHONE	4.25	2,550.0
Always Apprecia	te Your Business			Tot	al	\$2,550.0

RECEIVED NYSCEF: 02/06/2017

### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181641

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727236	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
360		2.4v 400mah NIMH ( DEBAT166342	Cordless phone b	attery	2.80	1,008.00
I Ve Always Appreciate	e Your Business			Tot	al	\$1,008.00

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181642

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	725832	Net 60	SAG	11/18/2016		
Quantity	Item Code	ī	Description	,	Price Each	Amount
1,400	230-2723	Rayovac 2032 5 pack			2.60	3,640.0
Always Appreciat	e Your Business			Tot	al	\$3,640.0

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181643

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727037	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
300	270-0242	Digital Energy 4 Port	USB Car Charge	r	8.35	2,505.00
l We Always Appreciat	re Your Business			То	tal	\$2,505.00

RECEIVED NYSCEF: 02/06/2017

### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181644

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Quantity   Item Code   Description   Price Each	Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
		726093	Net 60	SAG	11/18/2016		
720 230-2680 DIGITAL ENERGY BAT 318 CORDLESS BATTERY 3.25	Quantity	Item Code		Description	•	Price Each	Amount
	720	230-2680	DIGITAL ENERGY E	3AT 318 CORDI	LESS BATTERY		3.25 2,340.00
We Always Appreciate Your Business Total	Always Apprecia	e Your Business			To	fal	\$2,340.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181645

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726000	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
040	230-2681	DIGITAL ENERGY 4	140 CURDLESS	DATTERT	3.25	2,730.00
V THE CONTRACT OF THE CONTRACT						
We Always Appreciat	e Your Business			Tot	al	\$2,730.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181646

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726028	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
1,236	160-2973	Selfie Stick (Digital E	nergy Brand)		5.50	6,798.00
We Always Appreciat	te Your Business			<b>—</b>	<u></u>	

We Always Appreciate Your Business

Total
\$6,798.00

RECEIVED NYSCEF: 02/06/2017

### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181647

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar 1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727045	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description	**************************************	Price Each	Amount
280	610-0524	Power Strip (2 pack w	ith 6 outlets) - Ra	adioshack Branded		5.46 1,528.80
e Always Appreciat	e Your Business			Tot	tal	\$1,528.8

RECEIVED NYSCEF: 02/06/2017

#### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #		
11/18/2016	11181648		

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	
•	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726038	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
520	610-0542	Radioshack Branded I	LED Flashlight in	n Shipper Display	1.86	967.2
e Always Appreciat	e Your Business			Tot	al	\$967.2

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181649

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727226	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
280	610-0524	Power Strip (2 pack v	vith 6 outlets) - R	adioshack Branded	5,46	1,528.80
e Always Apprecia	te Your Business			Tot	al	\$1,528.8

RECEIVED NYSCEF: 02/06/2017

### **NATIONAL**

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

# Invoice

Date	Invoice #
11/18/2016	11181650

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727043	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
420	160-2973	Selfie Stick (Digital E	nergy Brand)		5.50	2,310.00
e Always Appreciat	e Your Business			Tot	∖ :al	<u></u>

We Always Appreciate Your Business

Total
\$2,310.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181651

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via		F.O.B.
	727064	Net 60	SAG	11/18/2016			
Quantity	Item Code		Description		Price Each		Amount
440	610-0542	Radioshack Branded L	ED Flashlight in	Shipper Display		1.86	818.40
We Always Appreciate	e Your Business			То	tal		\$818.40

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181652

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	726026	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
1,150	230-2462	18650 CELLS 2 PAC	CK (Digital Energ	y Brand)	6.74	7,751.0
Always Appreciat	e Your Business			Tot	al	\$7,751.0

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11251654

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	723758	Net 60	SAG	11/18/2016		
Quantity	Item Code	***************************************	Description		Price Each	Amount
1,700	270-0307	Front and Back Seat 0	Charger		11.75	19,975.00
Always Apprecia	te Your Business			Tot	al	\$19,975.0

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11251655

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	
1011 WOILL 10AUS, 70102	

Ship To	
General Wireless C/O Brightstar 1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724395	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
700	270-0307	Front and Back Seat C	harger		11.75	8,225.00
We Always Appreciat	e Your Business			To	tal	\$8,225.00

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	lnvoice #
11/18/2016	11251656

Bill To	
General Wireless Operations	
DBA: Radioshack	
300 Radioshack Circle	
Fort Worth Texas, 76102	

Ship To	
General Wireless C/O Brightstar	
1001 Technology Way Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	724063	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
535	270-0307	Front and Back Seat	Charger		11.75	6,286.25
e Always Apprecia	te Your Business			Tot	al	\$6,286.2

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181657

Bill To	
General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102	

Ship To	
General Wireless	
C/O Brightstar	
1001 Technology Way	
Libertyville, IL 60048	

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727233	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description		Price Each	Amount
240	230-0661	Energizer (AAA) E2 (039800017932)	Lithium Battery 4	ł pack	7.90	1,896.00
Always Appreciate	e Your Business			Tot	al	\$1,896.0

RECEIVED NYSCEF: 02/06/2017

### NATIONAL

DISTRIBUTION, INC 4809 Avenue N - Dock#331 Brooklyn, NY 11234 (718) 251-0096

Date	Invoice #
11/18/2016	11181658

I	Bill To
	General Wireless Operations DBA: Radioshack 300 Radioshack Circle Fort Worth Texas, 76102

Ship To		
General Wireless		
C/O Brightstar		
1001 Technology Way		
Libertyville, IL 60048		

Batch #	P.O. Number	Terms	Rep	Ship	Via	F.O.B.
	727234	Net 60	SAG	11/18/2016		
Quantity	Item Code		Description	,	Price Each	Amount
240	230-0663	Energizer (AA) Ultim	nate Lithium 4 pad	ck (039800079312)	7.90	1,896.0
Always Apprecia	te Your Business			Tot	al	\$1,896.0

FILED: RENEW COUNTY BOLLERK DOZING 6/20 THE COLOR PARCE 184 of 189 NBageND. #502847/2017

NYSCEF DOC. NO. 9

RECEIVED NYSCEF: 02/06/2017

REQUEST FOR JUDICIAL						For Court Clerk Use Only:		
	UCS-840 (7/2012)					IAS Entry Date		
Kings Su	preme COURT, CC	DUNTY OF Kings				***		
Index 502397/2017 Date Index 02/06/2						Judge Assigned		
Index	502397/2017	Date Index						
CAPTION	Enter the complete ca	ase caption. Do not use et al or sheet.	et ano, if more sp	ace is	required,	RJI Date		
National D	istribution Warehouse	e Inc.						
					Plaintiff(s)			
-against-								
General V	Vireless Operations Inc	c.d/b/a RadioShack, Sta	ndard General	L.P	., Robert Lavan			
						Defendant(s)/Respond		
	OF ACTION OR		Check ONE box	only a	and specify where			
MATRIMON	liaL			co	MMERCIAL			
Contest						cluding corporations, partnerships, LLCs, etc.)		
		vhere the parties have children the MATRIMONIAL RJI Adde			Contract			
	contested Matrimonial				•	nsurer is a party, except es, negotiable instruments)		
TORTS					Other	es, negotiable institutients)		
☐ Asbestos	5							
☐ Breast						nercial Division assignment requests [22 NYCRR § 202.70(D)], such the COMMERCIAL DIV RJI		
☐ Environn	nent			RE.	AL PROPERTY:	How many properties does the application		
	Dental, or Podiatric				Condemnation			
_	Dental, of Fodiatife				Mortgage Foreclosu	ure: Residential Commercial		
Motor					Property	age Foreclosure actions involving a one- to four-family, owner-		
Products	<b>.</b>				occupied, residentia	tial property, or an owner-occupied condominium, complete and		
☐ Other					attach the FORECL			
Other Pr	ofessional				Tax Certiorari -	Block Lot		
Other					Tax Other Real			
OTHER MA					ECIAL PROCEEDI			
_	te of Incorporation/Dissolutio	n [see NOTE under Comme	ercial]		CPLR Article 75 (Art			
☐ Emerger					CPLR Article 78 (8o	soay or		
☐ Habeas	•				Election Law MHL Article 9.60 (Ke	Kendra's Law)		
☐ Mechani					•	ex Offender Confinement-Initial)		
☐ Name CI				. =	•	ex Offender Confinement-Review)		
	rmit Revocation				MHL Article 81			
☐ Sale or F	inance of Religious/Not-for-l	Profit			Other Mental			
☐ Other					Other Special			
STATUS	OF ACTION OR		Answer YES or N	O for	EVERY question AN	ND enter additional information where		
			YES	NO				
Has a sun	nmons and complaint or sum	nmons w/notice	$\boxtimes$		If yes, date	te 02/06/2017		
	nmons and complaint or sum			$\boxtimes$	If yes, date			
Is this acti	on/proceeding being filed po	ost-		×	lf yes, judg	gment		

∐ Infa □ Net		_		\$1.00m \$1.00m	D enter additional information where	RECEIVED	NYSCEF: 02/06/20
□ 140€	nts e of Issue and/or Certifica	ate of Readiness					
 □ Noti	ice of Medical, Dental, or	Podiatric	Date I	ssue Joined:			
☐ Noti	ice of Motion	Relief So	ught:			Return Date:	
-	ce of Petition	Relief So	•			Return Date:	
	er to Show Cause		•	tion/Restraining Order		Return Date:	
_	er Ex Parte Application r Person Application	Relief So	ugnt:				
	uest for Preliminary Conf	erence					
_ ′	idential Mortgage Foreclo						
☐ Writ	of Habeas Corpus						
☐ Othe	er						
RELA	TED			monial actions, include any nplete and attach the RJI A	related criminal and/or Famiy Court	t cases.	
Case 1	Γitle	Index/Case No.	-	Court	Judge (if assigned	) Relati	onship to Instant
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DADT	EO For parties wit	hout an attorney chec	k "I In-Ren" h	AND enter party address	s, phone number and e-mail		,
PART				equired, complete and attac			
	Parties:		Attorneys a	nd/or Unrepresented Liti	gants:		
Un- Rep	List parties in caption of party role(s) (e.g., defe plaintiff).		mail addres	s of all attorneys that have	siness address, phone number and appeared in the case. For ss, phone number and e-mail addre	Joined	Insurance Carrier(s):
	Name: National Distribu	tion Warehouse Inc.	ALLEN SCH	WARTZ, Law Offices of Al	en Schwartz, Esq., 1724 Burnett St	reet	
	Role(s): Plaintiff/Petition	ner	, Brooklyn, NY 11229, 773-808-8972, as3607@gmail.com			NO	
	Name: General Wireless	s Operations Inc.d/b/a	300 Badia\$1	and Circle Fort Morth T	7 76102 1064		
_	RadioShack		300 RadioShack Circle , Fort Worth, TX 76102-1964				
$\times$	Role(s): Defendant/Res	pondent				NO	
		•					
	Name: Standard Genera	al L.P.	767 5th Ave	New York, NY 10153			
CZI						NO	
X	Role(s): Defendant/Res	pondent				NO	
	Name: Lavan, Robert	- 1800-1800 - 1800-1800 - 1800-1800 - 1800-1800 - 1800-1800 - 1800-1800 - 1800-1800 - 1800-1800 - 1800-1800 -	231 West 14	8th Street, Unit 3M, New Y	ork, NY 10039		
$\boxtimes$	:					NO	
	Role(s): Defendant/Res	pondent				"	
	Name:						
						*	
<b></b>	Role(s):						
				•			
ARE A	ND HAVE BEEN	NO RELATED	ACTION:		NOWLEDGE, OTHER THIS IGS, NOR HAS A REQU PROCEEDING.		
		:					
	Dated	02/06/2017			ALLEN	I SCHWARTZ	

4751756 ATTORNEY REGISTRATION SIGNATURE

ALLEN SCHWARTZ PRINT OR TYPE NAME FILED (15 K ± NGS V COUNTY BOLERK DO 21/108/120 THE CLOSE 184 OF 189 MB age 10. #5 02867/2017

NYSCEF DOC. NO. 10

RECEIVED NYSCEF: 02/08/2017

At IAS Part of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse located at 360 Adams Street, Brooklyn, New York on the day of February, 2017,

PRESENT: LAN KEGINALD A. BODDIE

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

NATIONAL DISTRIBUTION WAREHOUSE INC.,

Plaintiff,

Index No. 502397/2017

- against -

GENERAL WIRELESS OPERATIONS INC. d/b/a RADIOSHACK, STANDARD GENERAL L.P., and ROBERT LAVAN,

Defendants.

# EMERGENCY ORDER TO SHOW CAUSE

Upon the annexed affirmation of Frank R. Seddio, Esq., dated February 6, 2017, and the exhibits annexed thereto, and the annexed affirmation of Seth Green dated February 6, 2017 and the exhibits annexed thereto, the summons and complaint in the above-captioned proceeding, and upon all prior pleadings and applications herein:

at 360 Adams Street, Brooklyn, New York on <u>Formulary 16, 2017</u> or as soon thereafter as counsel can be heard, why an Order should not be granted: (i) pursuant to CPLR 6301, pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys,

successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, impairing, or otherwise disposing of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for, or in the alternative (ii) ordering Defendants to place the monies owed for the goods provided to Defendants by Plaintiff, amounting to no less than \$1,621,371.49, into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

ORDERED that, pending the hearing and decision of this application, Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, are temporarily restrained from selling, transferring, impairing, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for; and it is further

ORDERED that, Defendants shall serve their opposition to this application, if any, no later than 3 days prior to the return date, and it is further

Defendants' attorneys of a copy of this Order and the papers on which it was based by on or before Collins 2017, shall be deemed good and sufficient service thereof.

ENTER:

Hon:

Hon. Reginald A. Boddie

PRESENT: HON Keginald A. Boddie

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

NATIONAL DISTRIBUTION WAREHOUSE INC.,

Plaintiff,

Index No. 502397/2017

on the day of February, 2017,

- against -

GENERAL WIRELESS OPERATIONS INC. d/b/a RADIOSHACK, STANDARD GENERAL L.P., and ROBERT LAVAN,

Defendants.

### EMERGENCY ORDER TO SHOW CAUSE

Upon the annexed affirmation of Frank R. Seddio, Esq., dated February 6, 2017, and the exhibits annexed thereto, and the annexed affirmation of Seth Green dated February 6, 2017 and the exhibits annexed thereto, the summons and complaint in the above-captioned proceeding, and upon all prior pleadings and applications herein:

at 360 Adams Street, Brooklyn, New York on <u>Ebeuary 16, 2017</u> or as soon thereafter as counsel can be heard, why an Order should not be granted: (i) pursuant to CPLR 6301, pending the resolution of this action, enjoining Defendants, their agents, employees, attorneys,

RECEIVED NYSCEF: 02/08/2017

NYSCEF DOC. NO. 11

successors, or any entity or individual acting on their behalf or in concert or participation with them, from selling, transferring, impairing, or otherwise disposing of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for, or in the alternative (ii) ordering Defendants to place the monies owed for the goods provided to Defendants by Plaintiff, amounting to no less than \$1,621,371.49, into escrow pending resolution of this action; and (iii) granting such other and further relief as the Court deems just and proper.

ORDERED that, pending the hearing and decision of this application, Defendants, their agents, employees, attorneys, successors, or any entity or individual acting on their behalf or in concert or participation with them, are temporarily restrained from selling, transferring, impairing, or otherwise disposing of any of the goods provided to Defendants by Plaintiff that Defendants have failed to pay for; and it is further

ORDERED that, Defendants shall serve their opposition to this application, if any, no

later than 3 days prior to the return date, and it is further

ORDERED that personal service or service by overnight courier on Defendants or Defendants' attorneys of a copy of this Order and the papers on which it was based by on or 2017, shall be deemed good and sufficient service thereof. before HDEWARY

ENTER:

Hon. Reginald A. Boddie